SUPREME COURT OF THE UNITED STATES.

No. 306.

THE UNITED STATES, APPELLANTS,

vs.

THE BRIG GEZIENA HELLIGONDA AND CARGO.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Libel and order	1	1
Admiralty warrant	3	2
Monition and marshal's return	4	2
Report of prize commissioners	5	3
Affidavit of prize master	9	4
Testimony in preparatorio of Jansen, master	10	5
Testimony in preparatorio of John Williams, sailor	16	7
Testimony in preparatorio of H. W. Meyer	22	9
Letter from the captain of the Pembina	26	10
Claim	28	11
Bond for costs	31	12
Order to open sealed papers	33	12
Affidavit of Captain Jansen	33	12
Order to retake Captain Jansen's answer to the 19th interrogatory, &c.	35	13
Amended answer of Captain Jansen	36	13
Note of evidence	38	14
Charter-party, document A	38	14
Admeasurement, document B	45	17
Hearing—order to examine the two mates in preparatorio	47	17
Testimony of F. E. Pott, mate	48	18
Testimony of R. H. Dinkela, mate	55	20
Manifest	65	23
Mexican consul's certificate	79	31
Patente de sanidad, (bill of health)	79	31
English bill of health	80	31
Mexican consul's certificate	81	32
Mexican consul's certificate	82	32
Account	82	32

	Original.	Print.
Mexican consul's certificate	83	32
Certificate from the custom-house, (cocket card)	84	33
Letter	84	33
Bill of lading	85	33
Bill of lading	87	34
Bill of lading	89	35
Letter	90	35
Invoice	91	35
Letters to J. H. Ellsworth, (Matamoras)	92	36
Note of evidence	115	43
Hearing and submission	115	44
Decree of condemnation	116	44
Rule for re-hearing	117	44
Hearing of rule—order to re-examine Captain Jansen in his own tongue	118	44
Order allowing further proof to captors, and appointing expert	118	45
Notice to Charles Hamburger, Dutch interpreter	120	45
Notice to attorney to take testimony	121	46
Testimony of Captain Jansen	122	46
Testimony of Walter Fuller, for captors	133	49
Bill of Charles Hamburger	136	50
Report of Captain Swain, expert	136	50
Order allowing to withdraw certain letters	138	51
Order limiting time for further proof, and fixing cause for trial	139	51
Hearing and continuance	139	51
Order to re-argue at bar	140	52
Hearing and submission	141	52
Order to unliver cargo, and marshal's return	141	52
Decree of restitution	142	53
Petition of appeal	142	53
Order of appeal	145	54
Citation of appeal, and service	146	54
Order to deliver certain effects to master	148	54
Petition of claimant joining in appeal	149	55
Order for appeal	150	55
Appeal bond	151	56
Order to deliver personal effects to master	153	56
Order of sale, and marshal's return with auctioneer's proces verbal	154	57
Order to reserve certain articles from sale	166	63
Order allowing O. B. Graham & Co. to bond certain goods, &c.	167	63
Notice to appraisers	168	64
Appraisement of vessel	169	64
Appraisement of part cargo	171	65
Appraisement of O. B. Graham & Co.'s goods	173	66
Appraisers' bill	175	67
Appraisement of part cargo	175	67
Bond of O. B. Graham & Co.	178	69
Writ of release	180	70
Appraisement of part cargo	182	71
Order allowing to bond a music box, &c.	186	73
Notice to appraisers	187	74

	Original.	Print.
Appraisement of music box and dress	188	74
Bond	189	75
Appraisers' bill	190	75
Prize commissioners' bill	190	76
Auctioneer's bills	191	76
Marshal's bill	192	77
Taxation of costs	195	78
Order to deliver certain effects	196	79
Agreement relative to appeal	197	79
Bond	198	79
Certificate	199	80

1 United States district court, eastern district of Louisiana, in prize.

THE UNITED STATES OF AMERICA
against
THE BRIG GEZIENA HELLIGONDA, HER TACKLE, &c., and cargo. } No. 7945.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The libel of information in prize filed herein by Rufus Waples, attorney of the United States for the eastern district of Louisiana, on behalf of said libellants and of the naval captors in interest, respectfully represents to this honorable court:

First. That the brig or vessel called the Geziena Helligonda, with the goods, wares, and merchandise laden therein, was captured as lawful prize on or about the 4th day of Dec'r, 1864, and brought to this port by the United States str. Pembina, J. G. Maxwell, United States navy, commanding.

Second. That the brig or vessel called the Geziena Helligonda, with the goods, wares, and merchandise laden therein, were, at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said brig or vessel called the Geziena Helligonda, with the goods,, wares, and merchandise laden therein, have been brought to the port of New Orleans, and are now at said port, and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises the said brig or vessel called the Geziena Helligonda, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants. That all and singular the premises are and were true, and within the jurisdiction of this honorable court; in attestation whereof the said attorney exhibits the said vessel's papers, and the documents, &c., found on board, together with the testimony of the witnesses, duly taken in preparatorio by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court.

Wherefore the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said brig or vessel called the Geziena Helligonda, and her tackle, apparel, and furniture, and the goods, wares, and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said brig, her tackle,

apparel, and furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New Orleans, Dec'r 20, 1864.

RUFUS WAPLES,
United States District Attorney.

2 Let admiralty process issue as prayed for.
N. O., Dec. 20th, 1865.
[SEAL.] W. S. BENEDICT, *D'y Clerk.*

3 The President of the United States of America to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize and into your possession take the brig Geziena Helligonda, her tackle, &c., and cargo, now libelled by the United States of America for the causes set forth in the libel now pending in the district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said brig G. Helligonda, tackle, and cargo should not be condemned and sold agreeably to the prayer of the libellant; and how you have executed this warrant, that you make return according to law.

Witness the honorable Edward H. Durell, judge of the said court at New Orleans, this 20th day of December, 1864, and the 89th year of the independence of the United States.

[SEAL] W. S. BENEDICT, *D'y Clerk.*

4 *Marshal's return.*

Received Dec'r 20th, 1864, and in obedience to the within warrant seized and took into my possession the within-described property; posted copies of this warrant, the libel, and order of the judge on the door of the court-house, and published monition in the Era, a daily newspaper printed and published in New Orleans, on the 21, 24, 28, 31 Dec'r, '64, and 7th Jan'y, 1865.

BOISBLANC, *D'y U. S. Marshal.*

Rec'd 17 Jan'y, 1865.

In the United States district court, eastern district of Louisiana.

UNITED STATES *vs.* BRIG GEZIENA HELLIGONDA, TACKLE, &c., and cargo.	No. 7945.

In obedience to an admiralty warrant to me directed in the above-entitled suit, I have seized and taken into my possession the brig

Geziena Helligonda, her tackle, apparel, and furniture and cargo, now libelled by the United States of America for the causes set forth in the libel now pending in the district court of the United States. And I do hereby cite and admonish the owner or owners thereof, and all and every person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear at a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the date hereof, to show cause, if any they have or can, why the said brig, tackle, &c., and cargo, should not be condemned as prize forfeited to the United States, agreeably to the prayer of libellants, and the proceeds thereof be distributed according to law.

United States marshal's office, New Orleans, 20th day of December, 1864.

CUTHBERT BULLITT,
United States Marshal.

Dec. 24, 28, 31, Jan. 7.

5 In the matter of the brig Geziena Helligonda, and cargo, a prize.

U. S. PRIZE COMMISSIONER'S OFFICE,
New Orleans, 20 *Dec'r*, 1864.

To the Hon. E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana :

The undersigned, prize commissioners of this honorable court, respectfully report that, upon the 19th day of Dec'r, A. D. 1864, they received notice from Act. Ensign Charles L. Crandall, of the U. S. S. Pembina, of which J. W. Maxwell is commander, that the said Act. Ensign Chs. L. Crandall brought with him into this city a certain vessel called the Geziena Helligonda and cargo as a prize of the U. S. st'r Pembina ; that said brig had been captured on Sunday, the 4th day of Dec'r, 1864, on or about 4 o'clock p. m., and the said Crandall and a prize crew had been appointed by said Commander J. W. Maxwell, to bring said prize into this port and report her, as required by the law and the usages in such cases observed ; that the said prize master did seasonably deliver to us all such papers, passes, documents, &c., as were found on board the captured brig, and having a reference to and a connexion with the captured property,
6 and which were in the possession, custody, or power of the captors, which documents were, by one of us prize commissioners, regularly marked and numbered A, being contained in a sealed package; that the captain of said brig has produced to me, on his examition, a quantity of papers also belonging to the said vessel, which were by me sealed up in a package and marked B ; and the said prize master made a deposition identifying said documents, and complying in all respects with the law, which deposition and the said documents are herewith transmitted to your honorable court ; that on the same day the said prize master delivered over to the custody of the marshal the following persons, captured with said prize, and sent in as witnesses : 1st, Peter B. Jansen, captain of said vessel ; 2d, John Williams, sailor of said vessel; 3d, Wm. H. Meyer, sailor of said

7 vessel; that we duly examined said three persons, in propa-
ratorio, upon the standing interrogatories which have been adopted by this honorable court; that said witnesses were examined separately on oath, and not in presence of each other, after each had taken the necessary and prescribed oath to make true answers, &c., which answers were written down and read to the witnesses, each one separately, to each interrogatory; and when entirely answered the said answers were signed by each witness, respectively, as the same are now transmitted to your honorable court; that we proceeded on board the said vessel, the Helligonda, and examined her condition; that it was impossible to state whether bulk had been broken;
that the cargo consists of cotton-bagging, English ale, hay, bar
8 iron, wines, &c. All of which, including the deposition of said prize master, with the documents by him identified, and the answers to the interrogatories taken as above, are hereby submitted to this honorable court and deposited in its custody.

(Sig.) D. AUGUSTIN,
U. S. Prize Commissioner.

9 District court of the United States for the eastern district of Louisiana.

In the matter of the Holland brig Geziena Helligonda and her cargo, a prize.

Charles L. Crandall, acting ensign of the U. S. navy, prize master of the Holland brig Geziena Helligonda, detached from the U. S. S. Pembina, of which J. W. Maxwell is commander, being duly sworn, deposes and says, that the Helligonda was captured by the Pembina on 4th Dec'r, '64, at about 6 o'clock p. m., off Brazos Santiago, Texas, at about one mile from the shore, in lat. 26, long. about 97, steering south when captured. When first seen she was steering in for the land; she had all sails on; for violating the rules governing the blockade at present established by the U. S. government.

And said Chas. L. Crandall deposes and says that certain papers marked A, and further identified by the initial letters put on by them by Prize Commissioner D. Augustin, are the same that were captured with the brig Geziena Helligonda, and that the deponent has delivered to the prize commissioner each and every document, paper, and writing whatsoever, received by him relating to the aforesaid captured property in the same state and condition in which he received them, without "fraud, subornation, or embezzlement," and without any addition or alterations whatsoever; and he does not know, nor does he believe, that any of the documents are missing or wanting.

And deponent further says, that if at any time hereafter, and before the final condemnation or acquittal of said captured property, any further or other paper relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given to the prize commissioners of this district, or to the honorable court.

Sworn to and signed before me, United States prize commissioner, this the 19 day of Dec'r, 1864. New Orleans, La.

D. AUGUSTIN, *Prize Commissioner.*

Acting Ensign CHS. L. CRANDALL.

District court of the United States for the eastern district of Louisiana.

In the matter of the brig Geziana Helligonda and cargo, a prize.

Deposition of Bernardas Peter Jansen, a witness produced, sworn, and examined in preparatorio on the 20 day of Dec'r, in the year eighteen hundred and sixty-four, at the prize comm'r's office, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination, by , in behalf of the captors of a certain vessel called the .

1. To the first interrogatory the witness answers: That he was born in Holland, village of Veendam; is a subject of the kingdom of Holland; this is his first voyage to America; is a married man; his family reside at Veendam.

2. Was present at the capture of the brig Helligonda. Saw a portion of the cargo placed on board.

11 3. She was captured by the U. S. steamer Pembina, on Sunday afternoon, the 4th inst., and was brought to this port on the 15th inst. Does not know for what reasons.

4. She had Holland colors and no other.

5. No resistance was made; no gun fired; no arms, exept two pistols and one musket. The brig was a merchantman.

6. Answered.

7. His name is Gaspardus Peter Jansen; is captain of the brig; her name is the brig Geziana Helligonda. One-half of the vessel belongs to him; the quarter to his mother, and one-quarter to Young Joon in Holland. They appointed him captain; this has been so for six years past; the vessel was built in Holland six years ago; always had the same name.

8. She is 132 tons (English measure.) The ship's company was composed of 7 men, all told, at the time of capture, all on board: Pots, the mate, of Holland; Rudolph Dinclar, 2d mate, of Holland;

12 Hendrick Muller, a sailor, of Holland; Young Williams, a black, from Africa; Young Lock, an Englishman, the cook, and the boy Joseph, an Irishman; they were all shipped in Liverpool by witness four months ago.

9. Has no interest in the cargo; does not know its value.

10. She always bore the same name.

11. She was bound from Liverpool to Matamoras and back to Liverpool; the voyage began in Liverpool, and was to have ended back there; when captured, she was steering towards Matamoras. The cargo consisted in about 100 bales of cotton bagging, 300 barrels of English ale, 100 bales of hay, 60 tons of bar iron, cases of wine, &c.

The cargo was put on board at Liverpool in August and September last. Does not know of any contraband of war.

12. Her last voyage had been from Brazil to Liverpool; her cargo consisted of burnt bones entirely.

13 13. 14. The owners are residents of Holland.

15. There was no bill of sale, but there was a registry in Holland 6 years ago.

16. The vessel was chartered by a Leyhton & Co., of Liverpool, upon a charter party in possession of the witness, which he now delivers. The charterer is a British subject; is certain that this cargo had no other destination than Matamoras.

17. Bills of lading and manifest are among the papers in court.

18. He has in his possession the registry, some letters, and some bills of lading which he now delivers in court at the request of the commissioner. Knows of no other paper tending to show his interest, or that of any other person in the vessel.

19. The degrees of long. and lat. are the log-book, when she was taken. She was then seven miles southeast by S. from the

14 mouth of the Rio Grande.

20. No paper distroyed.

21. Did not know that there was a blockade of the coast, except as far as Galveston.

22. Received no warnings.

23. No.

54. No.

25. No.

26. Has suffered great loss by the capture; but no one has promised to indemnify him.

27. The vessel was insured. Does not know about the cargo. She was insured in Holland for about 8,000 guilders, at 5 per cent. premium. Does not know the names of the insurers.

28. Does not know.

29. Does not know.

15 30. It was put on board from the wharf at the time above stated.

31. Does not know.

32. No.

33. No.

34. No.

35. No.

36. Toward Matamoras.

37. The vessel is in good faith the property of the owners, as stated.

38. No.

39. It is as above stated.

40. Had no such instructions.

41. No.

42. No.

43. No.

(Sig.) B. P. JANSEN, *Master.*

Sworn to and subscribed before me this 20 Dec'r, 1864, New Orl's.
D. AUGUSTIN, *Prize Cm'r.*

16 District court of the United States for the eastern district of Louisiana.

In the matter of the Holland brig G. Helligonda and cargo, a prize.

Deposition of John Williams, a witness produced, sworn, and examined in preparatorio on the 20 day of Dec'r, in the year eighteen hundred and sixty-four, at the prize commissioners' office, on the standing interrogatories established by the district court of the United States for the district of Louisiana; the said witness having been produced for the purpose of such examination, by , in behalf of the captors of a certain vessel called the .

To the first interrogatory the witness answers :

1. The witness was born at Waford, England; is a British subject; is a bachelor; resides in England.

2. Was present at the capture of the brig by the U. S. S. Pembina. Did not see any part of the cargo put on board.

3. She was captured on Sunday, the 4th instant, and arrived
17 here on the 15th inst. The reason given for her capture was that she was hovering on the blockaded coast.

4. She wore the Holland colors; had no other.

5. No resistance was made; no gun fired; no arms on board, except one rifle and two pistols. The brig was a merchantman. There was no other U. S. vessel in sight at the time of capture.

6. No.

7. The captain's name is Jansen; the name of the vessel is the Geziena Helligonda; does know who appointed the captain; he has known the vessel only when he joined the ship's company, on the 12th Sept. last; never had seen her before; does not know anything about the captain. He was cook and steward on board.

8. The tonnage is 132. The ship's company was seven, all told. Cannot tell all the names, except Capt. Jansen, Potts, the
18 mate, Dincolar, 2d mate, and Henrich Meyers; does not know their nationality.

9. Was present at the capture; had no share or interest in the cargo.

10. Already answered.

11. The vessel was bound to Matamoras. The voyage commenced at Liverpool to go to Matamoras and then back to England. Does not know anything about the cargo, or about any contraband on board.

12. Does not know.

13. Ditto.

14. Heard the captain say he was the chief owner of the vessel. Knows nothing about him personally.

15. Does not know.

16. Ditto.
17. Ditto.
19 18. Know nothing about that.
19. She was taken when at anchor, close to the river Brazos Santiago, within 5 or 6 miles from the bar of that river, on the day above stated. The river Brazos, he knows, belongs to the United States; he saw the U. S. colors flying there at the time. We hoisted our colors for a pilot to bring us in previous to the Pembina boarding us. Saw no charter party.
20. Knows nothing of the ship's papers, and saw none destroyed.
21. Did not know there was a blockade of the cost. The captain thought that the Brazos belonged to Mexico; heard the captain say so.
22. Knows nothing about that.
23. Ditto.
24. Ditto.
25. Ditto.
20 26. He may suffer the loss of his wages if the vessel is condemned. Has received no promise of compensation from any one.
27. Does not know.
28. Ditto.
29. Ditto.
30. Ditto.
31. Ditto.
32. Ditto.
33. Ditto.
34. No passengers.
35. Knows nothing.
36. When first pursued, we were steering for Matamoras; when captured we were at anchor; no alteration was made during the voyage of her course to any other port.
21 37. Does not know.
38. There were no guns on board.
39. Believes she was bound on a lawful voyage from Liverpool Matamoras.
40. Does not know.
41. Ditto.
42. Ditto.
43. Ditto.

(Signed) JOHN WILLIAMS.

Sworn to and subscribed before me, New Orleans, 20 Dec'r, 1864.

D. AUGUSTIN, *Prize Commissioner*.

22 District court of the United States for the eastern district of Louisiana.

In the matter of the Holland brig G. Helligonda and cargo, a prize.

Deposition of Hendrick Willem Mayer, a witness produced, sworn, and examined in preparatorio, on the day of Dec'r, in the year eighteen hundred and sixty-four, at the prize comm'rs' office, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by , in behalf of the captors of a certain vessel called the .

To the first interrogatory the witness answers:

1. That he was born in Uden, kingdom of Belgium; is a Flemish subject; is a bachelor; has always resided at Belgium, but of late years resided at Rotterdam, Holland.

2. Was present at the capture of the brig by the U. S. str. Pembina; the cargo was all in when he was shipped at Liverpool.

23 3. She was captured at the mouth of the river on the 4th December inst., and was brought to this port on the 15th inst.; she was captured because it was said she was violating the blockade; she was 3 or 4 miles from the entrance of the river; he thinks that Matamoras is 7 or 8 miles above the mouth of that river.

4. Her colors were red, white, and blue; no other colors on board.

5. No resistance was made; there was no arms or guns on board; the brig was captured by the U. S. str. Pembina while she was at anchor; there was no other armed vessel of the U. S. then in sight; the brig was a merchantman.

6. No.

7. The vessel's name was the Geziena Helligonda, and the captain's name B. P. Jansen; does not know who made him captain, and when he took possession of the vessel; the captain's residence

24 is Groeningen, with his wife and family.

8. Does not know the tonnage of the vessel; she has a cargo of 146 tons; the ship's company numbers seven, all told; all on board at the time of the capture: Capt., Jansen, of Holland; mate, Fred'k Potts, of Holland; 2d mate, Dincolar, of Holland; the deponent, the cook, John Williams, who told witness that he was an American, (he is the cook and steward,) a cabin boy named Joe, an Englishman; had one negro named John, from Africa; they were all shipped on board at the same time with witness in Liverpool; the crew was shipped at Liverpool, at the Dutch consul's office, by a shipping master.

9. Was a seaman on board when the brig was captured; has no interest in the cargo; does not know anything of the cargo except some bales of cotton bagging.

25 10. The vessel was bound for Matamoras; had never known or seen the vessel before he shipped in her.

11. The voyage began in Liverpool and was to end in Matamoras.
12. Does not know about the ship's papers.
13, 14, 15, 16, 17, 18, 19, 20. Knows nothing about that.
21. Did not know of a blockade.
22, 23, 24, 25. Does not know.
26. He may lose his wages; no promise of compensation was ever made to him.
27 to 31. Does not know.
32 and 33. Ditto.
34. No.
35. Does not know.
36. She was at anchor when taken; to the rest of the interrogatories the witness says he does not know.

26 (Sig.) HENDRICK WILLEM MEYER.

Sworn to and subscribed before me, New Orleans, 20 Dec'r, 1864.
D. AUGUSTIN, *U. S. Prize Com'r.*

Letter from the captain of the Pembina, attached to prize comm'rs' report.

OFF BRAZOS SANTIAGO, *Texas, December* 4, 1864.

SIR: I have the honor to inform you that I have this evening seized the Holland brig Geziana Helligonda, B. P. Jansen, master, from Liverpool for Matamoras.

She was discovered at 10.20 a. m., bearing N. by W. and standing to the south'd but close in shore, the wind being N. by E. and remaining so until evening, when it became calm.

At 4.30 I sent Act'g Ensign Charles L. Crandall to overhaul
27 her, and when he returned he reported her to be suspicious, having an assorted cargo consisting of medicines, gunny-cloth, iron, cloth, mules' traces, &c.

I sent the master, 2d mate, and 2 seamen; also all the papers found on board.

I have detained the mate and 2 men, whom I will send to New Orleans the first opportunity.

Very respectfully, your ob't serv't,
J. G. MAXWELL, *Lieut. Com'd'r, Com'd'g.*

To JUDGE OF THE DIST. COURT, *New Orleans, La.*

A list of all the papers found on board the Geziana Helligonda.

(7.) One log-book, manifest in four sheets, clearance from Liverpool, certificate from Mexican consul in Liverpool; (1) bill of health; (1) card of passing in navigation.

J. G. MAXWELL, *Lt. Com'd'r, Com'd'g.*

28 *Claim, filed Dec'r* 23, 1864.

Dist. court of the United States for the east. dist. of Louisiana.

THE UNITED STATES
v.
THE BRIG GEZIENA HELLIGONDA, HER TACKLE, and cargo. } 7945.

To the Hon. Edward H. Durell, judge of the dist. court of the United States for the east. district of La.:

Bernardas P. Jansen, of Feendam, in the kingdom of Netherlands, intervening for himself as the owner of one-half interest in the said brig Geziena Helligonda, her tackle, &c., and for the interest of his principals, Jan. D. Hoen, of Hoogeland, in the kingdom of Netherlands aforesaid, the joint owner of the other half interest in said brig Geziena Helligonda, her tackle, &c., and the owners of the cargo, against which vessel, &c., and cargo Rufus Waples, esq.,
29 district attorney for the United States in the eastern dist. of Louisiana, has filed a libel on behalf of the United States, appears before this hon. court and claims all and singular the said brig, &c., and cargo, for himself and his said principals, and states that he was part owner as aforesaid, and master of the said brig at the time of her seizure, as set forth in the libel aforesaid, and that he is now the lawful agent for said principals, and the rightful bailee of the said brig and cargo.

2. The claimants admit that the said brig Geziena Helligonda, with the goods, wares, and merchandise laden therein, have been brought to the port of New Orleans, and are now at said port, and within the jurisdiction of this hon. court.

The claimant denies each and every of the allegations contained in the 1st, 2d, and 4th sections of the said libel.

Wherefore claimant prays that the said brig and cargo may be restored to the claimant, with damages, demurrage, costs, fees, and expenses.

(Sig.) E. BRIGGS, *Proctor*.

Bernardas P. Jansen, the within-named claimant, being duly
30 sworn, maketh this his test oath, and says that the foregoing claim is true; that the facts and averments in the above claim are the truth, in connexion with the rights of this deponent and his said principals, the part owners of the said brig and the owners of the cargo; that the said brig Geziena Helligonda, with her tackle, apparel, and furniture, did belong, prior to and at the time of seizure, and still belongs, and if restored will belong, to claimant and to the said Jan. D. Hoen, both neutrals, and subjects of the king of the Netherlands, and that the said cargo, as he verily believes, did belong, prior to and at the time of seizure, and still does belong, and if restored will belong, exclusively to neutrals.

(Sig.) B. P. JANSEN.

Sworn to and subscribed before me this 23 Dec'r, A. D. 1864.
W. S. BENEDICT, *D'y Cl'k.*

31 *Bond for costs, filed 23 December*, 1863.

32 UNITED STATES OF AMERICA,
Eastern district of Louisiana, ss—to wit:

Personally appearing before me, the undersigned United States commissioner for the eastern district of Louisiana aforesaid, P. B. Jansen, claimant, as principal, and A. Conturie and Edw. Briggs, as sureties, do hereby acknowledge themselves jointly and severally to be indebted unto the United States, libellant, in the full sum of $250 lawful money of the United States, to be levied of their goods, chattels, lands, and tenements, for the use of the said United States, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators, firmly by these presents.

Whereas, in the matter of the United States *vs.* Brig Geziena Helligonda and cargo, No. 7945 of the docket of the dist. court of the United States for the eastern district of Louisiana, a claim has been filed on behalf of said B. P. Jansen—

This obligation to be null and void, on condition that the said B. P. Janson, A. Conturie, and E. Briggs shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages, as shall be awarded by the court, upon the final decree, whether it is rendered in the oniginal or appelate court; otherwise, this obligation to remain in full force and virtue.

B. P. JANSEN. [L. S.]
A. M. CONTURIE. [L. S.]
E. BRIGGS. [L. S.]

Signed and sealed at the city of New Orleans, this 23 day of Dec'r, 1864, in presence of—

W. S. BENEDICT,
Cl'k to U. S. Comm'r, East. Dist. of La.

33 *Order to open sealed papers.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of Rufus Waples, U. S. att'y, it is ordered that the sealed papers on file be opened.—(Extract from the minutes of 31 Dec'r, '64.)

Affidavit of Capt. Jansen, filed Jan'y 17, 1865.

U. S. dist. court, east. dist. of La.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

Bernardus P. Jansen, master of the brig Geziena Helligonda, captured as prize to the U. S. gunboat Pembina, being duly sworn, says that when he was under examination before the prize commis-
34 sioners, in the morning of the 18th of December last, he stated in his answers the 19th interrogatory which was propounded to him, in addition to the answer as taken down, "that he anchored in

the place where he was captured at the suggestion of the boarding officer of the Pembina, who told deponent that unless he did so he would be carried by the current in to shore, there being no wind to enable him to stem the current, then running in that direction," which explanatory remark is omitted in his answer as returned into court; that when the examination was closed, deponent commenced reading them, when the commissioner stopped him, saying that all the answers were written down as deponent had given them, and requested him to sign them, which deponent did without reading them himself, or them having been read to him. That he himself understands English but imperfectly, and speaks it with difficulty, and that neither, Fred. Pott, the first mate of the Helligonda, nor Dincolar, the 2d
35 mate of the Helligonda, both of whom speak English fluently, were examined, though the latter arrived in the United States gunboat Cornubia at New Orleans on the 11th of December, eight days before the prize, the only parties examined being John Williams, the cook, and Hendrick Willem Meyer, a seaman.

B. P. JANSEN.

Sworn to and subscribed before me this 16th Jan'y, 1865.
W. S. BENEDICT, *D'y Cl'k.*

Order to retake Capt. Jansen's answers to the 19 *interr'y, Jan'y* 17*th*, 1865

UNITED STATES
vs.
BRIG G. HELLIGONDA and CARGO. } 7945.

On motion of E Briggs, esq., proctor for claimant herein, it is ordered that B. P. Jansen, master of the Geziena Helligonda, have leave to file his affidavit to support his prayer that his testimony given in preparatorio, so far as the same is an answer to the 19th of the
36 standing interrogatories, be amended, on the grounds and to the extent in the said interrogatory set forth. And it is further ordered that the examination mentioned herein take place within one day from the date of this order, and that the prize commissioners give immediate notice to the dist. att'y and said Jansen of the time and place of such examination, and after the close thereof, transmit the amended return of the testimony to the court.—(Extract from the minutes of 17th Jan'y, '65.)

Amended answer of Capt. Jansen, filed Jan'y 17, 1865.

U. S. district court for the east. dist. of Louisiana.

U. S.
vs.
BRIG GEZIANA HELLIGONDA and CARGO. }

By virtue of a special order of court rendered this day decreeing that the witness B. P. Jansen be re-examined by the U. S.
37 prize comm'r, on the 19th of the standing interrogatories of this court in prize, and that said witness be allowed to add to his answer thereto the explanatory statement contained in his affidavit read and filed—

Therefore, the undersigned prize commissioner having notified the U. S. district att'y and the witness, B. P. Jansen, that I would proceed at half past 12 o'clock this day to the said re-examination, the said B. P. Jansen, being duly sworn, declares that in addition to his answer to the 19th interrogatory, he adds the following statement, which he made at the time, but which he declares was omitted by the prize comm'r: "That he anchored in the place where he was captured at the suggestion of the boarding officer of the Pembina, who told deponent that unless he did so he would be carried by the current in to shore, there being no wind to enable him to stem the current then running in that direction."

B. P. JANSEN.

Sworn to and subscribed before me, New Orleans, 17 Jan'y, 1865.
D. AUGUSTIN, *U. S. Prize Com'r.*

38 *Note of evidence on trial of cause, Jan'y* 18, 1865.

U. S.
vs.
BRIG GEZIENA HELLIGONDA } 7945.

U. S. attorney offered in evidence the admiralty warrant, monition, and marshal's return; the testimony in preparatorio, and the papers found on the vessel, marked A, B, C, and D.

Doc't A.—Charter party.

By this charter party entered into at Liverpool, on the 21 of July, 1864, between B. P. Jansen, master of the Dutch sch'r, gal., or vessel called the Geziena Hillegonda, 3–3, 11, zinc bottom, of the measurement of 168 tons or thereabouts, according to veritas, whereof the said B. P. Jansen is master, and now lying in the port of Liverpool,
and Messrs. A. Leighton & Co., of Liverpool, charterers, it
39 is mutually agreed that the said vessel, being strong, staunch, and in every respect fitted for the voyage, shall, with all convenient speed, be made ready in King's dock, Liverpool, and there receive and take on board in the usual and customary manner, from the said charterers or their agents, a full and complete cargo of lawful merchandise, or such part thereof as may be tendered alongside for shipment.

Charterers to provide a stevedore, at their expense, to superintend the stowage of the cargo; but the stevedore to be under the master's direction, and the owner responsible for improper stowage.

The ship's crew to take in and stow the cargo; but if found insufficient, additional hands to be employed by the captain at ship's expense. Should dunnage or ballast be required, the same to be provided by the owner. And being so loaded and despatched, shall sail and proceed to Matamoras, or so near thereto as she may safely get, being always afloat, and there discharge her aforementioned cargo in the usual and customary manner, after which she shall again be

made ready and there receive and take on board from the
40 charterers or their agents, in the usual and customary manner, a full and complete cargo of lawful produce, and being so loaded and despatched, shall proceed to Liverpool direct; and being arrived at the port as ordered, or so near thereto as she may safely get, being always afloat, shall there deliver the said cargo to the charterers or agents, according to the bills of lading, and so end the voyage.

And the said charterers agree to provide the said cargoes at the respective ports of loading such cargoes, not to exceed what the vessel can reasonably stow and carry, over and above her cabin tackle, provisions, and furniture. The captain to sign bills of lading as presented, without prejudice to this charter party, and to afford in loading and discharging all practical assistance agreeably to the custom of the port. The vessel to be consigned to the charterers' agents abroad, paying out commission of two per cent.

And the charterers agree to pay to said master or owner, for and in consideration of the said voyage, a lump sum of £900, say
41 nine hundred pounds sterling, and fifteen guineas gratuity to the master, the latter payable here on delivery of homeward cargo.

The vessel is guaranteed to be of the dead weight capacity of 240 tons.

The freight to become due and made payable as follows, viz: £300, say three hundred pound, on clearing at the custom-house in Liverpool, less 5 per cent. to cover int., insur., and all other charges thereon, what cash the master may require abroad for ordinary disbursements to be paid by the charterers or agent, free of interest or commission, at the current rate of exchange.

And the balance, one-half in cash on arrival at the final port of discharge, and the remainder on final and true delivery of the cargo, by good and improved bills on London at 3 months' date, or cash equal thereto, at captain's option. If the vessel be not sooner despatched, sixty running days, Sundays excepted, shall be allowed the charterers for loading in Liverpool, discharging and reloading at Matamoras, to commence in Liverpool on the vessel's arrival at a proper place of landing in King's dock, and notice thereof given in
42 writing by the master to the charterers, but to cease on the charterers' despatches being left on board or tendered by them to the captain, and to recommence abroad on the vessel being ready to discharge and load, and notice thereof given in writing to the charterers' agents; but to cease on the charterers' despatches being left on board by their agents or tendered by them to the captain.

And it shall be at the discretion of the said charterers to detain the vessel a further period not exceeding twenty-five days beyond the said laying days, for the purposes aforesaid, the charterers or their agents paying demurrage, at the rate of four pounds sterling per day, paying day by day as the same shall become due. The act of God, adverse winds, the Queen's enemies, fire, restraint of princes or rulers, and all the dangers and accidents of the seas, rivers, and

navigation, throughout the whole of this charter party being excepted.

And for the true performance thereof the said B. P. Jansen does hereby bind himself, heirs, or assigns, the said vessel, her freight and appurtenances; and the said Messrs. A. Leighton & Co.
43 do in like manner bind themselves, heirs, and assigns, and the cargoes to be laden on board said vessel, each unto the other in the penal sum of the estimated amount of freight of good and lawful money of Great Britain, firmly by these presents, as and for liquidated damages; it being agreed that the captain or the owners of the vessel shall reserve to themselves a right of lien upon the cargo and goods laden on board for the recovery and payment of all freight, dead freight, and demurrage.

That a brokerage of 5 per cent. on the amount of freight, dead freight, and demurrage is due to Browne, Van Santen & Co., by the ship, lost or not lost, on this charter party being signed; and on the vessel's return to this country, she shall be addressed to them or to their agents at her port of discharge.

In witness whereof, the said parties to these presents have hereunto set their hand the day and year first above written.

All lighterage at Matamoras, both in loading and discharging, at and for charterers' account.

(Sig.) B. P. JANSEN.
44 A. LEIGHTON & CO.

Signed by B. P. Jansen in the presence of—
E. BROWNE.

Signed by A. Leighton in presence of—
E. W. BROWNE.

We certify this to be a true copy of the original in our possession.
BROWNE, SANTEN & CO.

In the margin:

The vessel to be reported and cleared at the custom-house in Liverpool by Browne, Van Santen & Co., or their agents, at the port of homeward discharge.

The charterers to have the option of shipping in deck one piece of machinery not exceeding 1500 weights, provided there be adequate room for same without interfering with the efficient working of the ship. The above to be put on board, carried, and taken from on board at shipper's risk and expense.

B. P. JANSEN.

Indorsed:

45 Thirty-two days have been expended in loading the vessel in Liverpool, so that twenty-eight days, Sundays excepted, are left for discharging and reloading at Matamoras.

Liverpool, 7 Sept., 1864.

A. LEIGHTON & CO.
B. P. JANSEN.

The within-mentioned three hundred pounds sterling have been received by me on account of freight, in a check on the London Joint Stock Bank.

Liverpool, 7 Sept., 1864.

B. P. JANSEN.

[Stamp.]

Doc't B.—Admeasurement.—Filed Jan'y 18, 1865.

PORT OF LIVERPOOL:

These are to certify that I have admeasured the galiot or vessel Geziena Helligonda, of Feendam, whereof Jansen is master, from Rio Grande, agreeably to the mode directed by the Merchant Shipping Act of 1854, and the tonnage is, by rule 2, 132 $\frac{51}{100}$ tons,
46 cargo on board.

Witness my hand.

W. FRASER, *Meas'r and Surveyor.*

$132\frac{51}{100}$ tons.

Custom-house, Liverpool, 14 July, 1864.

N. B.—When not practicable to measure the vessel by rule 1, the cause to be stated above. In the case of measurement by rule 2, the length, breadth, and girth, as taken for tonnage, are to be indorsed on the back of the certificate.

In the case of measurement by rule 1, the length on tonnage deck, main breadth, inside and midship deck, as taken for tonnage, are to be indorsed on the back of the certificate; also the different items of tonnage under either rule, as the case may be, showing also the gross and net register tonnage of steam vessels.

Indorsed:

47 Dimensions: L., f. 77; B., 21, 1; G., 37, 6. Break: L., 11, 3; B. 16, 3; H., 1, 6. Sail-room: L., 3; B., 10, 6 — 1, 53; H., 4—132.51 tons.

Doc't C is the log-book, which goes up in original.

Doc't D is the register of the vessel; that is also sent in original.

Hearing order to take the evidence of the two mates in preparatorio, Jan'y 18th, 1865.

UNITED STATES
vs.
BRIG G. HELLIGONDA and CARGO. } 7945.

This cause came up for trial—dist. att'y for libellants, E. Briggs, esq., for claimant—

When, after hearing the pleadings and evidence, it is ordered by the court that the prize commissioners do forthwith proceed to
48 take the evidence in preparatorio of the two mates of the captured vessel, and report the same to the court by to-morrow, 19th instant, at 11 a. m., until which time the case is continued for further hearing.—(Extract from the minutes of 18th Jan'y, '65.)

Testimony of the two mates, taken by the prize comm'rs, in pursuance to the preceding order.

49 District court of the United States for the eastern district of Louisiana.

In the matter of the brig Geziena Helligonda and cargo, a prize.

Deposition of Fred. A. Pot, a witness produced, sworn, and examined in preparatorio, on the 18th day of January, in the year eighteen hundred and sixty-five, at the prize commissioners' office, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examinaton by order of court of this day.

To the first interrogatory the witness answers:

1. I was born in Netherlands; a citizen of Holland. My place of residence is Veendam. Unmarried.

2. I was present at the capture of the brig Geziena Hellegonda.

3. The vessel was seized close to Brazos. I don't know the reason of the capture. The vessel was brought to New Orleans.

50 4. The brig at the time of her capture had the Netherland colors. Had no others on board.

4. No resistance was made at the time of the capture. The vessels being in the roadstead of the Rio Grande were in sight at the time of the capture. The captured vessel was a merchantman.

6, 7. The name of the captured vessel was Geziana Helligonda. Her captain's name was B. P. Jansen. The capture was made by the U. S. gunboat Pembina. Capt. Jansen was appointed captain by J. D. Hoen, of Hoogezand, Netherlands. I have known the vessel three years. Capt. Jansen lives in Veendam, Netherlands.

8. The brig is 132 tons. She had a crew of seven in all, including the captain. All came aboard at Liverpool, except witness. Capt. Jansen hired the crew in Liverpool.

9. I was mate on the brig. I have no interest in the vessel.

51 10. First saw the vessel in Hamburg. She is a Netherland vessel. She has borne her present name three years, and never bore any other that I know of.

11. At the time of the seizure she was bound for Matamoras. The voyage began at Liverpool, and was to have ended at Liverpool. When she left England, the vessel had an assorted cargo on board, which was put on board in the months of August and September last, 1864. Had nothing contraband on board that I know of.

12. I know nothing about the papers of the vessel.

13. When the vessel sailed from Liverpool she had a mixed cargo; the same cargo found intact on her when seized.

14. The cargo was owned by A. Leighton & Co., Liverpool, shippers of the cargo. I saw Mr. Leighton often on the vessel while she was taking in her cargo at Liverpool. Don't know what countryman Mr. Leighton is; he looked like an Englishman.

52 15. The captain of the vessel, I understand, owns one-half

the vessel; other parties whom I don't know, owning the other half. I only know the captain owns half by hearsay.

16. The cargo was put aboard at Liverpool in Aug. and Sept. last, 1864. Believe the owner of the cargo to be Mr. Leighton. I don't know who would have owned the cargo if it had reached Matamoras.

17, 18. Know nothing about the papers belonging to the vessel.

19. Don't know the degrees of longitude, but know that the vessel was south-southwest of Brazos when captured. The day of the capture was the 4th of December, Sunday afternoon, about 4 o'clock, 1864.

20. No papers belonging to the vessel were destroyed that I
53 know of.

21. Know nothing of any blockade, except that the southern ports of the United States were blockaded. Found this out at Liverpool. Learned this from common rumor.

22. Never intended to run any blockade. Was bound at the time of the capture for Matamoras.

23. The papers of the vessel were never examined by any U. S. officer, except just before the capture of the vessel; say two hours before.

24. The vessel never attempted to run into any blockaded port.

25. The vessel has never been seized as a prize that I am aware of.

26. I do not know that I have sustained any loss by the seizure.

27. Know nothing of insurance on the vessel.

28. Don't know to whom the goods or cargo of the vessel was consigned to at Matamoras.

29. The cargo consisted of spirits or brandy. About 50 boxes this was German. All the rest of the cargo I think was of English
54 manufacture.

30. The cargo was put on the vessel direct from the quay at Liverpool.

31, 32. Know nothing about the papers of the vessel.

33. Bulk was not broken on the voyage.

34. No passengers on the vessel.

35. 36. Know nothing of question 35. The vessel at the time she was captured was bound for Matamoras. Her course had never been changed from a direct route from Liverpool to Matamoras. There was never any change from the most direct route that the wind and the weather would permit.

37. Know nothing of papers or of the history of the vessel. I believe, if the vessel were released, the goods or cargo would belong to Mess. Leighton & Co., of Liverpool, and the vessel to the capt. and other parties to me unknown.

38. There were no military equipments or war articles of any kind on board that I knew of.

39. I know nothing of the matters on which I have been examined, except that I shipped in good faith on board of the captured brig, at Liverpool, to make a voyage from that place to Matamoras and back to Liverpool. This is all I know.

40, 41, 42, 43. Know nothing regarding these questions.

T. E. POT, *Mate.*

Sworn to and signed before me this 18th day of Jan'y, 1865.
New Orl's, La. T. B. THORPE, *U. S. P. Com'r.*

55 District court of the United States, for the eastern district of Louisiana.

In the matter of the brig Geziena Helligonda and cargo, a prize.

Deposition of Poelof Hendrick Dinkela, a witness produced, sworn and examined in preparatorio on the 18th day of Jan'y, in the year eighteen hundred and sixty-five, at the prize commissioners' office, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination, by order of court of this day.

To the first interrogatory the witness answers:

1. I was born in Groningen, Netherlands; I live, and have always lived, there when not at sea; my parents live there; I am a subject of the King of the Netherlands—I am not a citizen of the United States; I am not married.

2. I was present at the capture of the brig and cargo.

56 3. The brig was captured in sight of land, off Brazos Santiago, about 7 miles from land; we were steering SE. by S. for Matamoras, when a boat from the U. S. st'r Pembina came alongside, and the officer in charge came aboard and asked to see our papers, which he said were all correct after he had examined them; he then left us, and on leaving recommended us to drop anchor, as the wind had died away and the current would set us in on shore, which we did, and we lay there two hours, when another boat from the same steamer boarded us and gave orders that the first mate and 2 seamen go on board the gunboat, which was done. Seven men and two officers from the gunboat were sent on board the brig with orders to take her to New Orleans, and the brig was brought to New Orleans, and is now here.

The capture was made on Sunday, the 4th of December, 1864, about 10 o'clock p. m. Our brig had no commission to make prizes. The reason given for our capture was that there was goods contraband of war on board.

57 4. The brig sailed under Dutch colors—there were no other national colors on board.

5. There was no resistance made to the capture—no guns fired. The capture was made by the U. S. st'r Pembina. We could see all the vessels lying off Matamoras from the place where we were captured; there were no other U. S. war vessels in sight at the time of capture. The captured vessel is a merchantman and had no commission to make prices.

6. I do not know whether the Pembina had any commission to act in the seizure; the brig has not yet been condemned.

7. The brig is called the Geziana Helligonda; the captain's name is B. P. Hansen; I do not know who appointed him captain of the brig or where he was appointed. I have known the vessel for 4

months and the captain for the same period of time. The captain lives in Veendam, Netherlands, where his wife and family reside; he is a subject of the Netherlands.

58 8. The brig is of 160 registered tons burden. There were 7 men, all told, on board at the time of the capture, and all belonged to the vessel; the cook is an Englishman, one seaman was English, and we had one negro aboard—all the rest were Dutch; the crew were all hired and came aboard at Liverpool except the first mate, and he had belonged to the vessel for the past three or four years; the captain shipped me and the crew at Liverpool about the beginning of September last.

9. I was the 2d mate of the brig; I had no interest in either vessel or cargo, nor had any of the officers or crew to my knowledge.

10. I have known the vessel about 4 months; I first saw her in Liverpool; she carried no guns; she was built in Veendam—I believe she is Dutch built; I never heard of her called by any other name than the one she now bears.

11. The brig was bound for Matamoras; the voyage began
59 at Liverpool and was to end at Liverpool. She has the same cargo now on board as she had on leaving Liverpool.

The cargo was put aboard in Liverpool in August, 1864; do not know whether the brig had on board any goods contraband of war, or otherwise prohibited by law.

12. I do not know whether the vessel had any passport or sea-brief on board; the brig came direct from Liverpool to the place she was when captured, and did not touch at any port. I do not know anything of her previous voyages; the brig sailed from Liverpool on the 13th or 14th September, 1864.

13. The vessel has now the same lading as when she left Liverpool, which was put aboard in August, 1864. I do not know what her cargo consists of, as I did not see it loaded; it is a general cargo—brandy, beer, spirits, medicines, &c.

14. Mr. Hoen, of Veendam, is the agent of the brig; one-half
60 of the vessel belongs to the captain, one-fourth to his mother, and for the other fourth there are several owners; I have heard all this, and do not know it from my own knowledge. The owners of the cargo live in Liverpool; I do not know their names.

15. I know of no sale of the brig ever having taken place.

16. The cargo came aboard at Liverpool in August last; I do not know the names of the laders, owers, or consignees; the cargo was to be delivered at Matamoras; I do not know for whose benefit.

17. I do not know how many bills of lading were signed for the cargo.

18. I have no papers in my possession, nor do I know whether there were any that would show to whom the vessel and cargo belonged at the time of capture, on board the brig.

19. I do not know the degrees of lat. and long. in which we were captured; I have already given all the information I know in
61 regard to time, place, and manner of the capture; I do not know whether there was any charter party signed for the voyage.

20. All the papers we had when we left Liverpool were on board when we were captured, as far as I know; there were none burnt, torn, thown overboard, destroyed, concealed, or cancelled

21. Neither the captain nor myself knew that the coast of Texas was blockaded at the time we were captured; we never received any notice of such blockade.

22. We did not know that the coast of Texas was under an order of blockade at the time of the capture; no warning had been given, nor notice indorsed on the ship's papers, of the place being under an order of blockade. When the officers of the Pembina came on board a second time they told us that there was a blockade existing there.

13. The vessel was not stopped on her voyage until she was
62 boarded by the boat's crew from the Pembina, nor were any of her papers examined till then.

24. The brig never, to my knowledge, attempted to break the blockade of any place; she formerly sailed to the Mediterranean sea, and made one voyage to Brazil.

25. I never heard of her ever being seized before as a prize.

26. I have sustained no loss by the seizure of the brig, none whatever.

27. The brig is insured in Veendam, and as to the cargo I do not know; the brig has been insured there since she was built.

28. I do not know to whom the cargo was consigned.

29. Don't know where the cargo was raised or manufactured.

30. I do not know how the cargo was put aboard.

63 31. I do not know where there are any papers concerning the vessel, other than those on board at the time of capture.

32. I do not know whether the papers were taken by the captors or not—I know they were examined by them.

33. Bulk has not been kroken since we left Liverpool.

34. There were no passengers on board.

35. The papers were all true and fair as far as I know.

36. The brig was steering SE. by S. when first boarded, and we then anchored at the recommendation of the boarding officer.

37. I know of no sale of the brig.

38. There were no guns on board, nor anything contraband of war, to my knowledge.

39. The brig was bound on a legitimate voyage from Liverpool to Matamoras when she was captured.

64 40. The brig never sailed under the convoy of any armed ship or ships.

41. The vessel captured never attempted to enter any port under blockade.

42. The brig had no commission or license to act as a privateer.

43. The Geziena Helligonda never sailed in company with any armed vessel or vessels.

R. H. DINKELA.

Sworn to and subscribed before me this 18th day of January, 1865.

T. B. THORPE,

U. S. Prize Commissioner.

65 PORT OF LIVERPOOL:

Manifest of cargo laden at this port on board the Geziena Helligonda, Jansen master, of the burden of 168 tons, now bound for the port of Matamoras, and consigned S. J. Redgate & Co., there.

Marks.	Numbers.	Gross weight of each package.	Number and description of packages.	Contents.	Shippers.	Consignees.
[T. M.] C1.	.....	346 pounds.	.....1 case	Hosiery	J. Connell.....	J. W. McGrath.
L. F.....	2,766	275 "	.....1 case	Books and private effects.....	Levi Schuster.....	B. Schonfeld.
	2,764	394 "	.....1 case	.....do.....	.....do.....	Do.
	2,768	263 "	.....1 case	.....do.....	.....do.....	Do.
	2,769	436 "	.....1 case	.....do.....	.....do.....	Do.
	2,772	610 "	.....1 case	.....do.....	.....do.....	Do.
66	2,770	687 "	.....1 case	.....do.....	.....do.....	Do.
	2,771	704 "	.....1 case	.....do.....	.....do.....	Do.
J. S.....	1,477	117 "	.....1 box.....	Books.....	.....do	Do.
M. [B.C.]L.	677	160 "	.....1 case.....	Locks.....	Jno. Meek.....	A. M. Erhard.
	676	124 "	.....1 case.....	.....do.....	.....do.....	Do.
	678	173 "	.....1 case.....	.....do.....	.....do.....	Do.
	679	164 "	.....1 case.....	Hinges.....	.....do.....	Do.
	680	159 "	.....1 case.....	Screws.....	.....do.....	Do.
	681	156 "	.....1 case	Hinges.....	.....do.....	Do.
S. L. B. D..	1,240	3,229 "	.....4 bars	Iron.....	.....do.....	Do.
A. [L.]B. C.	1-40	79 "	.....70 cases.....	Glassware	.....do.....	Do.
B [L.] & C.	1-20	62 "	.....20 cases.....	Brandy.....	.....do.....	Do.
M. [B.C.]L.	682	180 "	.....1 bbl.....	Screws.....	.....do.....	Do.
C. [L.] B..	683	160 "	.....1 case.....	Bull braces.....	.....do.....	Do.
	1-10	73½ "	.....10 cases.....	Brandy.....	.....do.....	Do.
A. M. P....	1	231 "	.....1 case.....	Stationery.....	.....do.....	Do.
	2	149 "	.....1 case.....	.....do.....	.....do.....	Do.
	3	189 "	.....1 case.....	.....do.....	.....do.....	Do.
	4	229 "	.....1 case.....	.....do.....	.....do.....	Do.
[L] B. C..	2,000	168½ "	.....1 case.....	Glassware.....	.....do.....	Do.
	2,001	268 "	.....1 case.....	.....do	.....do.....	Do.

Marks.	Numbers.	Gross weight of each package.	Number and description of packages.	Contents.	Shippers.	Consignees.
	2,002	168 pounds.	1 case	Glassware	Jno. Meek	A. M. Erhard.
J [L] B &C	601	423 "	1 case	Silk lace	do	Do.
C.S.[L]S.C.	66	269 "	1 case	Clock shades	do	Do.
	64	508 "	1 case	Clock shad-s	do	Do.
J.[L.]B.&C.	3,643	625 "	1 case	Buckles and rings	do	Do.
	2,278	72½ "	1 case	Note books	do	Do.
	2,279	336½ "	1 case	do	do	Do.
J.[L.] B &C	80	261 "	1 case	Glass shades	do	Do.
	81	218 "	1 case	do	do	Do.
	82	70 "	1 case	do	do	Do.
	83	73 "	1 case	Brass tapers and burners	do	Do.
	84	323 "	1 case	Brom. zinc	do	Do.
C.[L.]B.&C.	85	61 "	1 case	Manu. brass	do	Do.
C. S.	4,460	308 "	1 case	Glassware	do	Do.
[D.] G. R..	11	208 "	1 case	Woollen shirts	Galbraith Redgate	S, J, Redgate.
	12	210 "	1 case	do	do	Do.
	13	212 "	1 case	do	do	Do.
	14	210 "	1 case	do	do	Do.
	15	214 "	1 case	do	do	Do.
	16	238 "	1 case	do	do	Do.
	17	115 "	1 case	Linen shirts	do	Do,
	18	143 "	1 case	do	do	Do.
	19	182 "	1 case	Cottons	do	Do.
	20	210 "	1 case	do	do	Do.
	21	210 "	1 case	Linens	do	Do.
	22	145 "	1 case	do	do	Do,
	23	172 "	1 case	Dresses	do	Do.
	24	224 "	1 case	do	do	Do,
	25	224 "	1 case	do	do	Do,
	26	148 "	1 case	Lace shawls	do	Do.

	27	142	"	1 case	Cashmere shawls	do	Do.
	28	162	"	1 case	Cotton	do	Do.
	29	401	"	1 case	Ginghams	do	Do.
	30	238	"	1 case	Muslins	do	Do.
	31	202	"	1 case	Cambric	do	Do.
	38	196	"	1 case	Wearing app'l	do	Do.
	39	166	"	1 case	Woollens	do	Do.
	40	220	"	1 case	do	do	Do.
	40	208	"	1 case	do	do	Do.
	41	252	"	1 case	do	do	Do.
	42	230	"	1 case	do	do	Do.
	43	227	"	1 case	do	do	Do.
	44	196	"	1 case	Gingham	do	Do.
	45	220	"	1 case	do	do	Do.
	46	143	"	1 case	Cambric	do	Do.
	47	318	"	1 case	Clothing	do	Do.
	48	318	"	1 case	do	do	Do.
69	49	318	"	1 case	Hosiery	do	Do.
	51	332	"	1 case	Cotton	do	S. J. Redgate, & Co.
[J. H. P.]	1	116	"	1 case	Cotton	do	Do.
	2	252	"	1 case	Woollen	do	Do.
	3	252	"	1 case	Woollen	do	Do.
[S. R.] P.	201	116	"	1 case	Cottons	do	Do.
	202	252	"	1 case	Woollens	do	Do.
	203	250	"	1 case	Woollens	do	Do.
[S. R.] M.	200	350	"	1 case	Lustres	do	Do.
[S. R.] M 1	1	120	"	1 case	Woollens	do	Do.
[M. H.] M.	2	238	"	1 case	Doeskin cord'ry	do	Do.
J. F.	1	286	"	1 case	Cutlery	do	Do.
	2	278	"	1 case	do	do	Do.
	3	278	"	1 case	do	do	Do.
	4	278	"	1 case	do	do	Do.
	5	278	"	1 case	do	do	Do.
[S. R.] M.	204	237	"	1 case	do	do	Do.
	205	218	"	1 case	do	do	Do.
	206	186	"	1 case	do	do	Do.
	207	197	"	1 case	do	do	Do.
70	208	210	"	1 case	Woollen	do	Do.
	209	198	"	1 case	Linens	do	Do.

Manifest of cargo ladened at this port on board the brig Geziena Helligonda, &c.—Continued.

Marks.	Numbers.	Gross weight of each package.	Number and description of packages.	Contents.	Shippers.	Consignees.
[M. H.] R..	1	233 pounds.	1 case	Woollens	Galbraith Redgate	J. S. Redgate.
	2	198½ "	1 case	do	do	Do.
	3	185 "	1 case	do	do	Do.
[M. H. R.].	24	980 "	1 cask	Mule braces	A. Leighton & Co	Do.
	25	998 "	1 cask	do	do	Do.
	26	994 "	1 cask	do	do	Do.
	27	998 "	1 cask	do	do	Do.
	28	980 "	1 cask	do	do	Do.
	29	626 "	1 cask	do	do	Do.
	30	606 "	1 cask	do	do	Do.
	31	659 "	1 cask	do	do	Do.
	32	634 "	1 cask	do	do	Do.
	33	640 "	1 cask	do	do	Do.
	34	142 "	1 case	Steel pens	do	Do.
	35	890 "	1 hhd	do	do	Do.
	36	684 "	1 hhd	Frying pans and tea-kettles	do	Do.
	37	748 "	1 cask	Sadirons	do	Do.
71 39..	38	820 "	1 hhd	Iron pans and tea-kettles	do	Do.
40..	39	800 "	1 hhd	Stew pans and kettles	do	Do.
41.....	40	191 "	1 cask	Coffee-pots	do	J. S. R dgate.
42.....	41	360 "	1 case	Knives and forks	do	Do.
43.....	42	66 "	1 case	Dressing combs	do	Do.
44.....	43	476 "	1 cask	Hinges, hooks, and nails	do	Do.
[M.] G....	44	461 "	1 case	Japanned waiters	do	Do.
	1-14	100 "	4 cases	Pres. provisions	do	Do.
	5	142 "	1 case	do	do	Do.
	6	144 "	1 case	do	do	Do.
	7	139 "	1 case	do	do	Do.
	8	143 "	1 case	do	do	Do.
	9	138 "	1 case	do	do	Do.
	10	143 "	1 case	do	do	Do.

	11	144	"	1 case	do	do	Do.
	12-14	143	"	1 case	do	do	Do.
	15	138	"	1 case	do	do	Do.
	16	142	"	1 case	do	do	Do.
	17	147	"	1 case	do	do	Do.
	18	137	"	1 case	do	do	Do.
	19	103	"	1 case	do	do	Do.
	20	134	"	1 case	do	do	Do.
	21	109	"	1 case	do	do	Do.
72	22	111	"	1 case	do	do	Do.
	23	110	"	1 case	do	do	Do.
	24	112	"	1 case	do	do	Do.
	25	110	"	1 case	do	do	Do.
	26	110	"	1 case	do	do	Do.
	27	115	"	1 case	do	do	Do.
	28	113	"	1 case	do	do	Do.
	29	114	"	1 case	do	do	Do.
	30	113	"	1 case	do	do	Do.
	31	110	"	1 case	do	do	Do.
	32	110	"	1 case	do	do	Do.
	33	113	"	1 case	do	do	Do.
	34	113	"	1 case	do	do	Do.
	35	113	"	1 case	do	do	Do.
	36	114	"	1 case	do	do	Do.
	37	115	"	1 case	do	do	Do.
	38	169	"	1 case	do	do	Do.
	39	135	"	1 case	do	do	Do.
	40	110	"	1 case	do	do	Do.
	41	110	"	1 case	do	do	Do.
	42	105	"	1 case	do	do	Do.
	43	107	"	1 case	do	do	Do.
73	44	102	"	1 case	do	do	Do.
	45	102	"	1 case	do	do	Do.
	46	94	"	1 case	do	do	Do.
	47	94	"	1 case	do	do	Do.
	48	132	"	1 case	do	do	Do.
	49	107	"	1 case	do	do	Do.
[L] B.	1-46	each 336	"	46 bbls	Bottles stout	do	Do.
	47-52	" 336	"	six bbls	Bottles ale	do	

Manifest of cargo ladened at this port on board the brig Geziena Helligonda, &c.—Continued.

Marks.	Numbers.	Gross weight of each package.	Number and description of packages.	Contents.	Shippers.	Consignees.
	53–77	each 280 pounds.	25 bbls	Bottles ale	A Leighton & Co	J. S. Redgate.
[A. L.] R	10	202 "	1 case	Fancy Melton dresses	Galbraith Redgate	Do.
	8–10	24½ "	1 case	do., special	do	Do.
[S. B.] H	11	151 "	1 case	Solw. check	do	Do.
	12	151 "	1 case	do	do	Do.
	13	184 "	1 case	do	do	Do.
	14	169 "	1 case	Black checks	do	Do.
	15	169 "	1 case	Knickerbockers	do	Do.
[S. R.] P	16	199 "	1 case	Cotton hose	do	Do.
	17	199 "	1 case	Men's hose	do	Do.
	18	199 "	1 case	do	do	Do.
[M.] E	2	42 "	1 case	Quinine	A. Leighton & Co	Do.
	3	42 "	1 case	do	do	Do.
74	4	42 "	1 case	Morph., sulphur, and calomel	do	Do.
	5	170 "	1 case	Castor oil	do	Do.
	6	172 "	1 case	do	do	Do.
	7	168 "	1 case	do	do	Do.
	8	167 "	1 case	do	do	Do.
	9	170 "	1 case	do	do	Do.
	10–19	59 "	10 drums	Spirit turpentine	do	Do.
	20–9	59 "	10 drums	Linseed oil	do	Do.
	30–49	112 "	20 kegs	Carbonate of soda	do	Do.
[L.] B. & C.		54½ "	36 cases	Wine	Jno. Meek	A. M. Erhard.
O, white	1–36	75,512 "	949 bars and 252	Iron	W. Griffiths.	Buchard & Co.
			50 sheets iron	do	do	Do.
		53,580 "	90 bundles and 621 bars	do	do	Do.
2 H. & C.	494–515	195 "	22 cases	Hardware	do	Do.
M. L. [D.]	52	143 "	1 case	Col'd cottons	Galbraith Redgate	Do.

G. R.	53	144	"	1 case	do	do	Do.
	54	154	"	1 case	do	do	Do.
	60	154	"	1 case	Cotton and woollen	do	Do.
75	61	138	"	1 case	Samples of same	do	J. S. Redgate.
	62	168	"	1 case	Wearing app'l	do	Do.
	63	210	"	1 case	do	do	Do.
	19	199	"	1 case	Men's hose	do	Do.
	64	130	"	1 case	Millinery	do	Do.
	65	178	"	1 case	do	do	Do.
	66	224	"	1 case	do	do	Do.
				4 parcels	Patterns	do	Do.
J. G.	305-316	234	"	12 boxes	Linens	Johnson, Granger & Co.	O. B. Graham & Co.
		140	"	1 box	Samples	do	Do.
L R—M	450	132	"	1 case	Pocket knives	A. Leighton & Co.	J. S. Redgate & Co.
	460	132	"	1 case	do	do	Do.
	480	132	"	1 case	do	do	Do.
[L. R]	1-100	122	"	100 bbls.	Pale ale	do	Do.
[L. & C]	31	392	"	1 case	Hosiery	do	Do.
M. F. H.	2	392	"	1 case	do	do	Do.
	1	149	"	1 case	Dressing combs	do	Do.
	11	812	"	11 bales	Gunny cloth	do	Do.
	2	197	"	1 case	Butchers' knives	do	Do.
76	3	200	"	1 case	Pocket knives	do	S. J. Redgate.
	4	190	"	1 case	do	do	Do.
	5	207	"	1 case		do	Do.
	7	198	"	1 case	Trays and waiters	do	Do.
	8	188	"	1 case	Waiters	do	Do.
	9	196	"	1 case	Waiters and trays	do	Do.
	10	176	"	1 case	do	do	Do.
	11	168	"	1 case	do	do	Do.
L	100	32,624	"	100 trusses	Hay	d	Do.
[M. H] G. R.	4	274½	"	1 case	Woollens	Galbraith Redgate	Do.
	5	211	"	1 case	Cottons	do	Do.
	6	274½	"	1 case	do	do	Do.
[D.]G.—R.	55	184	"	1 case	do	do	Do.
	56	182	"	1 case	do	do	Do.
	57	196	"	1 case	do	do	Do.
	58	196	"	1 case	do	do	Do.
	59	196	"	1 case	do	do	Do.

Manifest of cargo ladened at this port on board the brig Geziena Helligonda, &c.—Continued.

Marks.	Numbers.	Gross weight of each package.	Number and description of packages.	Contents.	Shippers.	Consignees.
	32	426 pounds.	1 bale	Woollens	Galbraith Redgate	S. J. Redgate.
	33	423 "	1 bale	do	do	Do.
	34	428 "	1 bale	do	do	Do.
77	35	420 "	1 bale	do	do	Do.
	36	420 "	1 bale	do	do	Do.
[H.H.S.]M.	37	382 "	1 bale	do	do	Do.
[B. Y] R--	1	59 "	1 case	Musical inst	do	Do.
	2	172 "	1 case	Ch'k winseys	do	Do.
	3	214 "	1 case	Cloth	do	Do.
	4	210 "	1 case	do	do	Do.
	5	198 "	1 case	do	do	Do.
	6	120 "	1 case	do	do	Do.
	7	136 "	1 case	do	do	Do.
	8	222 "	1 case	do	do	Do.
	9	222 "	1 case	do	do	Do.
	1	238 "	1 case	Cloth mantles	do	Do.
L. R.—M.	490	132 "	1 case	Pocket knives	do	Do.
	500	132 "	1 case	Table knives and forks	do	Do.
	510	132 "	1 case	do	do	Do.
	520	132 "	1 case	Sample do	Jno. Meek	A. M. Erhard.
			1 case	Parcel sample	A. Leighton & Co	S. J. Redgate & Co.
78 L, R	64	64 "	200 cases	Champagne	do	Do.
L. R	64	64 "	50 cases	do	do	Do.
S. J. R	252–319	222 "	69 bbls	Pale ale	do	Do.
	320–350	222 "	31 bbls	do	do	Do.
[M.]	5½	52 "	1 case	Sample knives	do	Do.
J. B. [M.]-	1	443 "	1 case	Alcohol	do	Do.
L.R F.—M.	470	132 "	1 case	Pocket knives	do	Do.
F. D		812 "	29 bales	Gunny cloth	do	

Three thousand and eighty-eight packages.

I certify that the above is a true account of all the cargo on board my vessel, and that the same is intended for the legal trade at Matamoras.

B. P. JANSEN.

79 *Mexican consul's certificate.—Filed Jan'y 19th, 1865, marked* 1.

Jose M. Pastor, consul Mexicana en Liverpool:

Certifico haber recibido el manifusto general presentado per parte del Capitan Mr. B. P. Jansen, del Berj'n goleta ingles Gezina Helligonda, que contiene 3,0*8 tres mil ochenta ocho bultos y presas de mercancias a borde de dicho berque que se lera de este puerto, con destino al de Matamoras.

Y para que conste doy la presente firmada par me en Liverpool a siete Setembre, de mil ochientos sesenta y cuatre.

J. M. PASTOR.

Mexican bill of health.—Filed Jan'y 19, 1862, *marked* 2.

Patente de sanidad.

Jose M. Pastor, consul Mexicano en Liverpool:

80 Certifico que el berque Gezina Helligonda, de porte de 168 tonelados, almando del Capitan B. P. Jansen, esta para hacerse a la rela de esto puerto para el de Matamoras, llerando siete hombres de tripulacion, incluso el capitan.

Asi mismo que esta ciudad o puerto y su distrito se hallan libres de toda exfermedad contagiosa.

I para que conste donde convenza la firmo en Liverpool a siete de Setembre de mil ochocientos sesenta y cuatre.

[SEAL.] J. M. PASTOR.

English bill of health.—Filed 19 *Jan'y*, 1865, *m'ked* 3.

To all whom these presents shall come:

We, the undersigned officers of her Majesty Queen Victoria, in the port of Liverpool, in the city or town of Liverpool, send greeting:

Whereas the vessel called the Geziena Helligonda, whose master is Jansen, is about to sail from the said port of Liverpool on
81 this 6th day of September, in the year of our Lord 1864, and from thence for Matamoras and other places beyond the seas, with seven persons on board, including the said master:

Now know ye that we, the said officers, do hereby make known to all men, and pledge our faith thereunto, that at the time of granting these presents no plague, epidemic, cholera, nor any dangerous or contagious disorder exists in the above port or neighborhood.

In testimony whereof, we have hereunto set our names and seal of office on the day and year aforesaid.

Given in the custom-house of the port of L'pool on the 6th day of Sept., in the year of our Lord 1864.

[SEAL] J. R. GURTH.

Mexican consul's certificate.—Filed Jan'y 19, 1865, *m'ked* 4.

Jose M. Pastor, consul Mexicano en Liverpool:

82 Certifico haber recibido lafactura de Mess. Johnson, Granger & Co., que contiene 13 bultos de mercancias, con la marca al margen, a bordo del berque Gezina Helligonda con destino a Matamoras.

Y para que conste doy la presente firmada por me en Liverpool a 6 de Set'bre, 1864.

JOSE M. PASTOR.

Mexican consul's certificate, m'ked 5.

Jose M. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de Mess. Gustar, Mardan & Co. que contiene 1,984 bultos de mercancias con la marca al margen, a bordo del berque Gezina Helligonda con destino a Matamoras.

Y para que conste doy la presente firmada por me en Liverpool a 5 de Set'bre, 1864.

JOSE M. PASTOR.

Account filed Jan'y 19*th*, '65, *m'ked* 6.

83 Mess. Galbraith, Redgate & Co., 31 Threadneedle st., London, August 31st, 1864, bought of Blumberg & Co., late Berens, Blumberg & Co., 55 Cannon street west, London, and 64 Rue de Bondy, Paris—(Duplicate to A. Leighton & Co., 17 Water st., L'pool.)

[414 H 1] [J. H. E.] M. Measurement 1 11 by 11 by 11.

7,865. 1 musical box, 6 tunes, flute accompaniment, £9 10	£9	10
Wood case		3
Tin		3
	9	16
Off 2½ pr. ct		5
Original receipted invoice retained here	9	11

Mexican consul's certificate.—Filed Jan'y 19, '65, *m'ked* 7.

Jose M. Pastor, consul Mexicano en Liverpool:

84 Certifico haber recibido la factura de Mr. John Meek, que contiene 169 bultos de mercancias, con la marca al margen, a bordo del berque Gezina Helligonda, con destino a Matamoras.

Y para que conste doy la presente firmado por mi en Liverpool a 6 de St'bre, 1864.

JOSE M. PASTOR.

Doc't 8.—*Certificate from custom-house collector.*

Number of certificates, 2. Ship, Geziena Helligonda, Matamoras. Master, B. P. Jansen. Date of clearance, 8th Sept., 1864.

ROB. M. GREEN, *Searcher.*

[SEAL.] P. GLENGALL, *Collector.*

No. 446 cocket card

Doc't No. 9.—*Filed Jan'y* 19, '65.

7 WATER STREET, *Liverpool, Sept.* 6*th*, 1864.

85 Messrs. Buchard & Co., Matamoras:

GENTLEMEN: We beg to hand you B. L. consul's certificate and copy of certificate for b'steads and iron shipped p'r Gezina Helligonda to your address by request of Mess. G. Mardans & Co., B'ham.

Hoping they will reach you in good order,

We are, gentlemen, very respectfully,

WM. GRIFFITHS & CO.,
Per J. B.

Doc't No. 10.—*Bill of lading.*—*Filed Jan'y* 19, '65.

Shippped, in good order and condition, by Wm. Griffiths & Co., agents, in and upon the good ship or vessel called the Gezina Helligonda, whereof Jansen is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, 342 bundles of iron, fifty bundles sheet iron, and 22 cases hardware, being
86 marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, all and every the dangers and accidents fire, of the seas, and navigation, of whatever nature or kind, excepted, unto Mess. Burchard & Co., successors, or to their (agents) assigns; freight paid for the said goods at the rate of, as in margin, in Liverpool, with 5 per cent. primage and average accustomed.

In witness whereof, the master of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Liverpool, this 24th Aug., 1864.

Weights and contents unknown. Not accountable for breakage or rust unless arising from improper stowage.

B. P. JANSEN.

Margin:

O, white, 949 bars iron; O, white, 252 b'dles iron, 33 14 0 24; O, white, 35 b'dles sheet-iron; X, white, 621 bars iron; X, white, 90 b'dles iron; X, white, 15 b'dles sheet-iron, 23 18 16; Z. H. & Co. 494 | 515 22; M. Cases h'dware.

Goods to be taken from the ship outside the bar at the risk and expense of the consignee within ten days of arrival, or pay demurrage proportioned to ten pounds per day.

87 Indorsed:

Specification of freight.

O iron, 33t. 14c. 0 24, at 27s. 6	£46	7	2.
5 pr. ct	2	6	4
	14	13	6
X iron, 23t. 18c. 1 16, 27s. 6	32	17	9
5 pr. ct	1	12	11
	34	10	8
Z. H. & C. 494 | 515—22 cases h'ware	7	15	9
5 pr. ct		7	9
	8	3	6

Doc't No. 11.—*Bill lading.*—*Filed* 19*th Jan'y*, 1865.

Shipped, in good order and condition, by Jno. Meek, of Liverpool, in and upon the good ship or vessel called the Gezina Helligonda, whereof Jansen is master for this present voyage, and now lying in the port of Liverpool and bound to Matamoras, 36 cases wine, being marked and numbered as per margin, and are to be delivered in like good order and condition at the aforesaid port of Matamoras, all and every the dangers and accidents of the seas, rivers, and navi-
88 gation of whatsoever nature and kind excepted, unto A. M. Erhard, esq., or to his assigns; freight and primage for the said goods as per margin to be paid in Matamoras, with average accustomed.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this 3d Sept., 1864.

Contents unknown; not accountable for leakage or break. unless arising from improper stowage.

B. P. JANSEN.

Margin:

[L] B & C. 36—36 cases measuring 63f. 0i. 45	£3	10	10
10 pr. ct		7	10
	3	17	11

Goods to be taken from the ship outside the bar at the expense and risk of the consignee within ten days of arrival, or pay demurrage proportionate to ten pounds per day.

89 *Doc't No.* 12.—*Bill lading.*—*Filed* 19 *Jan'y*, 1865.

Shipped, in good order and well conditioned, by Johnson, Granger & Co., on board the good ship or vessel called the Gezina Helligonda, whereof Jansen is master for the present voyage, now lying in the port of Liverpool and bound for Matamoras, to say, 12 boxes linen and one box samples, marked and numbered as in the magin, and are to be delivered in like good order and condition at the port of Matamoras, the dangers of the navigation and fire only excepted, unto Mes'rs O. B. Graham & Co., or assigns, he or they paying freight for the said goods at the rate of as per margin, with primage and average accustomed.

In witness thereof, the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Contents unknown; not accountable for breakage unless arising from improper stowage.

Dated at Liverpool this 5th Sept., 1864.

B. P. JANSEN.

90 Margin:

Y. $305 | 316. G. 12 boxes, 1 sample.

Cargo to be taken from the ship and tackle outside the bar, aboard, at the expense and risk of the consignee within ten days of arrival, or pay the demurrage proportionate to ten pounds per day.

Doc't 13.—*Filed Jan'y* 19*th*, 1865.—*Letter.*

LIVERPOOL, 6 *September*, 1864.

Mr. A. M. Erhard, Matamoras, (p'r Gezina Helligonda:)

SIR: At the request of our mutual friend, Mr. James N. Langstroth, of Hamburg, I have shipped by this conveyance to your address 36 paakages of goods, and parcel of patterns, for which I enclose bill of lading, consular invoice, consular certificate, and letter.

91 Mr. Franz Alimann for Mes'rs D. *for Mes'rs D.* D. Brainard & Co., Monterey, Mexico.

I remain, sir, your ob't servant,

P. JOHN MEEK,
SAM'L ABDAHAN.

Doc't 14.—*Invoice.*—*Filed Jan'y* 19, 1865.

Invoice of 12 boxes linens forwarded via Liverpool to Matamoras to address of Mess. O. B. Graham & Co., and to be sold on account of James & Robert Young, Ballymena.

Y 305.	20 pieces ¾ white linen creas, 64 y'ds, 1280 yards,	
G	55	£55
	306. 20 pieces, 27 inches wide, 1,289 yards	55
	307. 20 pieces, 1280	55
	308. 20 pieces, 1,280, 56	56

309.	20 pieces, 1,280	£56
310.	20 pieces, 1,280	56
	s'ples, 6 pieces, 384, 55 6.....	16 13
	126 pieces, 8,064 y'ds	349 13
311.	20 pieces, 1,280 yd's, 58.....	38
312.	20 pieces, 1,280.....	58
313.	20 pieces, 1,280.....	58
314.	20 pieces, 1,280, 59.....	59
315.	20 pieces, 1,280.....	59
319.	20 pieces, 1,280.....	59
	s'ples, 6 pieces, 384, 58 6	17 11
	126 pieces, 8,064 y'ds.....	368 11

Total 252 pieces, 16,128 yd's, £718 4. (E. E.)
Ballymena, 31st August, 1864.

JAS. & ROB. YOUNG.

P'r Gezina Helligonda.

92 *Doc't* 15.—4 *letters.*—*Filed Jan'y* 19, '65.

Jno. H. Elsworth, esq., (Mess's Redgate & Co., merchants, Matamoras, Mexico, per favor Mess's Galbrath, Redgate & Co., p'r Gezina Helligonda:)

1 PROSPECT TERRACE,
Matlock Bank, Derbyshire, 6th June, 1864.

MY DEAR JOHN: You will see from this at once that I am once more at the Water Cure. I have been here three weeks, and now much better, and enjoying myself, and I intend to leave here to-morrow for Sheffield on my way home. I was nearly as bad as I was two years ago before I left home, and was compelled to give up work in the back shop, and we had got a man from Sheffield to take my place.

I have not heard a word from you for more than 6 months.
93 I have been for writing you for a long time. John and Ann and family have been in London for 6 months, so that I do not hear much of you from them. I suppose yon will have heard that D. Galbraith died at Ryefield about 2 months ago, and that he was buried at the necropolis near to the old cathedral.

I do not suppose that you have heard that there was a great flood at Sheffield two months ago. One of the largest dams that belong to the water co. burst on the 11th March, about 1 o'clock in the morning. It was the most awful affair of the kind that has ever happened in this country. There were from 250 to 300 people drowned and about a million of property and goods destroyed. Our two uncles escaped from any damage, as they were above the level of the course of the flood. There were dead bodies got 20 miles from where the dam burst, so you may imagine that an awful destruction of life and property has taken place. The water co. are compelled by the

terms of their act of Parliament to pay for all damages. Part
94 of Wheatman's place was swept away, and sustained £1,000 of damages.

I enclose you an extract from a London paper, which will show you that "Wheatman" has been in pickle with his two sons bolting with money to Paris.

SPRINGBANK VILLA,
Crumsie Junction, 30 *July*, 1864.

MY DEAR BROTHER: It is now seven weeks since I left Matlock on my way home, and I have not yet finished this letter. I intended finishing it long ago, but something has always come in the way.

After leaving Matlock I went to Sheffield; was there 3 days, and 1 day at Manchester, and a week at Liverpool. I did our plan business journey on my way home at Manchester and Liverpool. I went to the Isle of Man from L'pool; was there three days, and enjoyed myself very much.

Since my return home I have not been so well as while I was at Matlock, and think I am as well as I ever shall be as long as I
95 live, long or short as that may be; but I must give you all the news I can from home. We are getting on here in the old way.

This is Sunday, and a very wet day. My father is from home at Ardrossean, and is with Mr. Fullarton at Arran to-day. Poor Fullarton died about 2 weeks ago of the same complaint as took off our dearly beloved mother. I never think of her but with a loving heart, and almost wish I were at life's journey's end.

Miss Noble, of Carlisle, paid us another flying visit here last week; she is still in Glasgow. Mrs. E.'s brother Horatio, who was in an office in Edinburgh, has been taken unwell there last week with, it was thought, nervous brain fever; but poor fellow he has went quite insane, and he has been brought home, and his case is considered hopeless. The other brother is staying here these few days, and I am afraid he will not be a long time before he is in the same state, as he is a poor weak lad, and I am afraid the complaint is in the fam-
96 ily; God help them, for this is a strange world we live in.

Even Kate has some strange ideas of her own about her, which you may have noticed. By the by, I am nearly forgetting to send you word that there has been another "kid" about 3 months ago. You will doubtless be surprised to hear of the commencement of my sporting career. I backed several horses for the Goodwood cup, and won with Dollar, the winner £16; but with the other horses I backed I lost £17, so that I was out pocket £1. I have backed General Peel for even $20, that he is 1st, 2d, or 3d; if anything is certain in horse racing, I am sure to win. I got a bill from John for the £50 I gave you to pay for the quinine, and it was paid last month. I think it is also high time that my father was paid for the stuff you took, and what he has sent since. I am against sending any more goods till we get paid for what has been sent, on the ground that £50 lost or taken out of our business does us more harm than £50 profit (where there

97 is risk) would do us good. As I have said before, I shall only be too glad to be of any service to you here, in sending you any goods you think would pay, on your own acc't; but you would have to provide me with funds. and I think you will give me credit in doing well for you and honestly to the best of my ability. If you could afford to lose I might do more for you, but seeing I cannot, you can't expect me to do more.

There was a sham fight and volunteer review yesterday near to Barrhead. I went along with your old friend McGregor and spent a very pleasant day; your old friends are getting on in about the old way; Joe Barr is well and getting on slow but sure; McGregor in the same old way, teetotal and spending little or no money. Davy Smith is living on the fat of the land; I don't know how he keeps it up.

Charlie Brown is still a bachelor; he is still friendly with "Harrie" up at the Milton; I have not been there this six months. Char-
98 lie's sister Jane was married about a month ago to a Dr. Kelly, somewhere about Apsley place, on the south side. Our old chum Oswald is still in Canada.

I think there is no excuse for you not have written, as we have not had a letter from you since the new year. It is different with me, as I seldom get home till the last train, at ½ past 9, and you must have much more spare time on your hands than I have.

So write without fail, and hoping you are well, believe me, I remain, dear John, your ever affectionate brother,

ERNEST ELLSWORTH.

Extract from London paper above mentioned.

POLICE.

Mansion-house.—The lord mayor has received from the Baron de Teissier, through the London and County Bank £5 for the poor-box.

Guildhall.—George Wheatman, age 21, and Edward, his
99 brother, aged 11, were brought up on the charge of robbing their father, Mr. John Wheatman, a merchant of Sheffield, of £120.

It appears that the prisoners absconded from their father's employ at Sheffield, taking with them a sum of £120. They proceeded to Paris, and during the week they were away, they spent about £60 of the money. Information was telegraphed to London, and an officer of the city force eventually found the runaways at the London Coffee-house with £60 still in their possession. Their father was at once communicated with, upon which he hastened to London and expressed a desire to withdraw the charge.

Sir R. W. Carden severely rebuked the prisoners, and pointed out to them the narrow escape they had of being branded with infamy by a criminal conviction which would have sent them forth into the world as common felons. It was the kind feeling of a parent which had saved them from such fearful degradation, and he trusted they would appreciate his forbearance.

The prisoners were then discharged.

100 RUEFIELD HOUSE, 2*d September*, 1864.

MY BELOVED BROTHER: I was delighted to receive a letter from you yesterday, and to hear such good account of you, both through it and from Mr. Bowman, who arrived here a fortnight ago. I am so glad that your health is good, and also that you are getting on so well. John is much pleased with the account brought by Mr. B.; he is hoping that you will get plenty of cotton to send home, and that as soon as possible. It has been so unfortunate that you have not been receiving our letters, as it would have put thousands of pounds in your pockets, had the cotton been home sooner. I wish you would send some for me. I want to make money. I have £100 of my own, and I would wish what you thought would be right. Send word what quantity is for me, or I shall never see it. I wrote before, asking you to send me some, but I suppose you never
101 got the letter. The sergeant has sent you a newspaper every week since you left, by John's orders, and it seems you never get them. My father was here on Wednesday, and he said he had written you so often. I must not forget to tell you that he has got another daughter.

Ernest is better than he was; in rather better spirits. Poor John has had a severe illness since Mr. Bowman left London; his neck suppurated the same as it did five years ago, and it made him very ill and weak; even yet he is not so strong as he was, and he has such hard work; he is never more than a week at home when we are in Scotland. We were five months in London and two in Brighton, and we have been home three weeks, and it seems we are to be here all winter, almost buried alive.

The Dr. died on the 7th of March of paralysis, and Mrs. Galbraith and Menie have gone to live in Glasgow. Hugh James has an addition to his family in the shape of a daughter, a fine child. I am quite delighted with his wife; she is such a nice person. Bigland is married now to a lady with money, about £400 a year. H. J.
102 and he are getting on well in business. I sincerely trust, my dear brother, you will persevere as you are doing, and keep steady. I am sure you have much misery and trouble to contend with, but if you make money it will repay you. When you write both to John and me, send all particulars, as John is so much better enabled to know what to do here for the benefit of your business. I have enclosed a carte de visite of myself, John, and our baby, whom you have not seen. He is a sturdy little fellow. I will make a point of writing you every ship, as there is no need doing so at any other time; and will you write me as often as you can, if it is only a few lines? The ship leaves to-morrow, and I have no time for a long letter at present. I cannot tell you, my dear John, how pleased we all are of your health and of your life, too, as it seems such an unsettled place. With best love, I remain, my dearest brother, ever your loving sister.

ANNE GALBRAITH.

Try and send me some cotton. You will wonder how I got
103 £100. Part of it I save out of my house money, and part John made for me at the races. Little John has got a poney, and he went on it yesterday for the first time, when it threw him off, poor boy; his face is all bruised; it was a blessing he was not killed. The poney had had no work for nearly a fortnight, and it was too fresh; it is generally a quiet beast.

(Enclosed was found a photograph of a gentleman, a lady, and a child.)

SAW AND PLANE MANUFACTORY,
170 *Angill street, Carupsie Junction, August* 30, 1864.

DEAR THOMAS HENRY: I have wondered, week after week, that I got no letters from you, till Bowman came back, from you, as I believe you have not being getting letters from me. As I have wrote frequently and getting no reply, I was more than astonished.
104 I wrote you particularly to give McEvoy information respecting what the goods sold for, and what you would advise me to send out on speculation. I have just shipped a lot of cutlery on account of Galbraith, Redgate & Co., and I should like to send a lot more on my own account, but I am anxious to get some cash before I do so. I have got nothing for what I paid for you for Robertson & Laskey, nor any of the tools I sent by the Peterhoff. Have you not sold the axes and edge tools I sent out; also the planes? If I send cutlery, give McEvoy particulars as to description of knives and everything I send in my own account Send me the sales, that is what they sell for. I do not think I have had a line from you these 6 months, nor have I wrote, as John said you would not get the letter; so stopped writing, and feel very anxious to hear from you.

This is Sunday, and everything is looking most beautiful about the Junction. Ernest went down to Dunham yesterday to Joseph
105 Laird. I have improved the house very much since you left. I bought it last year, and it is now looking beautiful. Ernest has been two months this summer at Matlock, and I think it has done him good. I have not seen Bowman yet, but I believe he says you have turned very steady, which, John Henry, believe me, I was very pleased to hear, and I hope long may you keep so. Lizzie Noble is at the Junction just now, and wishes to be remembered to you. Also Kate sends her kind compliments. Metcalf is still at the Junction, and we meet as usual on Sunday evening, both keeping very quiet. I hope, Thomas Henry, I shall hear from you regularly, if possible to get letters, and send me any particulars to what goods of mine is sold. I should like to get a way of shipping to do me some good, as the price in my trade is so much cut there is nothing to be made, although trade is very brisk, profits is so small.

Mrs. E. sends her compliments; if you have got this letter I will write you regularly.
106 I am, dear John Henry, yours, respectfully,
JOHN ELLSWORTH.

Addressed: J. H. Ellsworth, esq., Matamoras.

31 THREADNEEDLE ST.,
London, 5th Sept., 1864.

MY DEAR JOHN: Referring you to my letter of 1st, per West India mail, although I am now beginning to lose faith in your receiving my letters at all, I can only repeat what I stated in that letter, viz: that the detention of the Ocean Ranger is the most disgusting thing that I ever had to deal with in my life. To think that for the sake of the paltry loss of £200, or thereabouts, which would have been our share of the loss had you sent off the vessel in June, (and we could not be expected to sacrifice ourselves entirely for the sake of other people,) you should have inflicted on us a loss of at least
107 £2,000, is, to say the least of it, very hard to endure; and when to this I have to add, that the delay has been keeping me out of money, which it was of great importance to get, while advances got against the bills of lading dated in May, on the faith of the vessel sailing within a reasonable time, are still necessarily unpaid, and thereby destroying our credit and preventing a repetition of such transactions, is, to say the least of it, very galling.

I cannot, for the life of me, make out what you mean. 1st. How did you know I was certain to get an advance on the faith of only one out of a set of bills of lading? Are you not aware that such a transaction could only be done on the credit of the party getting an advance, seeing that he might be in possession of the other bills of lading, and so obtain more than one advance on the same goods? and under these circumstances you ought to have considered that although it is a benefit to get away bills of lading at the earliest
108 possible moment, yet it is quite as important and more so to get the cotton itself shipped and despatched. 2d. Did you not consider it to be a most foolish thing to practically store cotton on board a ship while the market was so exceptionally high in price, and when any change, in the way of a settlement of the American war, would necessarily send prices down to a very great extent? Bear in mind it is one thing for us to be prepared to take the chance of the cotton market by investing the proceeds of our goods in that produce, and at once shipping it off; but it is quite a different matter to purchase cotton and then store it up for months.

We are quite prepared to keep all our interests safe by selling cotton to arrive, provided you, month by month, without delay ship it off to this side; but I am not prepared for you to store it on board of any ship, be it our own or another's.

Bear this in mind; get all the cotton you can at the current market rates and ship it off at once, and rest assured that the market out with you sympathizes and responds to our market here
109 very quickly, as there are wealthy and influential houses engaged in the cotton trade with Matamoras who will keep their correspondents posted up to every move and chance, and in addition, you will very speedily get word of any change in the war policy of the federals, via New York or New Orleans, the chances being that the price of cotton will likely fall more with you than here in the event of any prospect of a settlement. Consider this very carefully,

therefore, and do not be frightened out of carrying on a legitimate business in the way of shipping us all the cotton you can.

You may ask how we can lose £2,000 by the long detention of the Ocean Ranger. To this I have to reply: 1st, that we will have to pay 1½ per cent. more for insurance if the vessel does not leave Matamoras before 1st August, as that is the time when "Lloyds" consider the stormy season commences. This on £20,000 will make
110 £300; next the interest for 2 ms. on £15,000, (exclusive of heavy commission,) at the current rate of 8 per. cent., will amount to £200; and finally, on the spot, I could sell our cotton at 31*d.*, supposing it to be equal to middling Orleans. I will be compelled to accept 29*d.* if I sell it to arrive, and as I have not yet done so, hoping every mail to have news of the vessel sailing, and consequently of her speedy arrival, (and yet I have no intelligence from you even of your intention to send her away at once,) I begin to think that I must now do so, lest anything should occur to cause the market to decline. This will cause on 300 bales a further loss of £1,200. And even on the 176 bales shipped in May and June, this will cause a loss of above £700 for merely selling to arrive. Still, not knowing when the vessel was to sail, and that you may have kept her in the same position for another month, or even more, that when I last heard from you, (10 July,) what can I do?

You therefore can easily see the evils of such a system. It
111 will not do to sacrifice the general good of our firm to one solitary transaction, and for any sake do not lose sight of this in future. I have had reason to be pleased with much that you have done, and I am persuaded you think you are doing the best, even in this instance; but you must think a little more deeply when you go into any important transaction, and endeavor to weigh well the effects. You must not forget this matter of increased insurance rates after 1st August; without war risk, we can insure for 40 per cent. prior to 1st August and subsequent to the 1st of February; but between these dates, the rate is 3½ per cent., at least. Will you also bear in mind that it is a graat mistake waiting for extra profits in goods. Do the best you can at the time, but bear in mind the best maxim for business nowadays is small profits and quick returns. Thus we will be enabled to do a far better business and get the benefit of the profits on any produce which our returns may be invested in. See what a grand mistake you made with regard to the anchors, and let
112 that be a lesson. I am very angry at Bowman, for I sent him out mainly to urge you to get home all the cotton you can lay your hands on, but certainly not for you lock up our funds with on board ships for months. Do all you can for the future to expedite matters, and bear in mind that every day may be of the greatest moment.

You must also write fully every fortnight, no matter whether you have anything of consequence to say or not. I must know that you are well and how things are going on, or I cannot feel easy; and bear in mind I have had no easy task here any more than you have had.

I will try to get a suitable man sent out to act as a confidential

clerk to you, and will study to get a person you may leave in charge while you go up the country. I will be able to let you know by next mail as to this.

With regard to the bills you gave Peterson, and the last of which was paid to-day, you will in future require to see that any one you give bills of such a nature can really negotiate them, and not
113 have them sent forward to be discounted, if references are satisfactory. Bear in mind that banks often will not give themselves the trouble to make particular inquiries, but content themselves with giving a reply of a doubtful kind if they do not know the means of the parties inquired about.

I think the speculation may turn out well, but the less you go out of our ordinary business the better, and we will turn our means and abilities to far better account ourselves than if we mix ourselves up with others.

As for what you say about wishing to keep £15,000 at Matamoras, it would be absurd to lock up any money at all while we can turn it over and make 50 per cent. per annum out of it. Besides, there is the risk of the store being robbed during any revolution or disturbance. You must, therefore, consider this well and act accordingly.

I am sure you will be sorry about my father's death ; it has
114 been a sad blow to us all. He died on the 7th March, after 2 months' severe suffering.

All other friends are well ; and meantime, in haste and with best regards, I remain, my dear John,

Yours, sincerely,

JOHN G. GALBRAITH.

J. H. ELLSWORTH, *Matamoras.*

P. S.—Excuse haste, but read this letter, which I have no time to look over, carefully.

Per "Geziena Helligonda."

Addressed : John H. Ellsworth, esq., Mess. S. J. Redgate & Co., Matamoras, Mexico.

U. S. dist. court, east. dist. of La.

CLERK'S OFFICE, *Feb'ry* 16th, 1865.

I certify that the foregoing 16 pages contain and form true copies of 4 letters ordered to be delivered to claimants in case of U. S. *vs.* Brig Geziena Helligonda and cargo, No. 7945 of the docket.

W. S. BENEDICT, *D'y Cl'k.*

115 *Note of evidence, Jan'y* 19, '65.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

Libellants offered the testimony of the two mates of the captured brig filed this day. Also letters, documents, invoices, and bills of

lading; also one package of vouchers and receipts for goods shipped, 41 in number, and 12 bills of lading; also the log and register of the captured vessel, found on board of the same.

Hearing and submission, Jan'y 19th, 1865.

THE UNITED STATES
vs.
THE BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

The hearing of this cause was resumed—dist. att'y for libellants, E'd Briggs for claimant—when, after hearing further evidence
116 and argument of counsel, the court took time to advise.—(Extract from the minutes.)

Decree of condemnation, rendered Feb'y 2d, 1865.

UNITED STATES
vs.
THE BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

For the reasons orally assigned by the court and which will be reduced to writing hereafter, it is ordered, adjudged, and decreed that the brig Geziena Helligonda, her tackle, apparel, and cargo, be, and the same are hereby, condemned as lawful prize of war; that after ten days' advertisement they be sold by the marshal and the proceeds deposited as the law directs, and held subject to the further order of court, reserving for further action the question of how many and what public vessels, are entitled to share in the
117 prize, and the relative force of the vessels, and to that end the prize commissioners shall take the requisite evidence.—(Extract from the minutes.)

Rule for a rehearing.—Filed 2d Feb'y, '65.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA. } 7945.

On motion of Edw'd Briggs, proctor for claimants in the above cause, and in suggesting to the court that a decree of condemnation has been this day rendered ag'st said schooner, her tackle, and cargo, it is ordered that the district attorney show cause on Monday, the 6th instant, at 11 a. m., why a re-hearing should not be had in this cause, on the ground that the decree is contrary to law and not justified by the evidence before the court at the hearing of the same.—(Extract from the minutes.)

118 *Hearing of rule, Feby 6th, 1865.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

The rule taken by the claimant on 2d instant for a rehearing came

up for trial—E. Briggs, esq., for pl'ff in rule, R. Waples, esq., U. S. att'y, for def'ts in rule—when, after hearing argument, it is ordered that Capt. Jansen be re-examined in his own tongue by the prize commissioners, upon the standing interrogatories, and that a competent person be chosen and sworn to act as interpreter.—(Extract from the minutes if 6th Febr'y, 1865.)

Order allowing further proof to the captors and appointing expert, Feb'y 7th, 1865.

119 THE UNITED STATES *vs* BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

Ordered, that further proof be allowed to the captors in this case; that Richard Swain, marine surveyor, be appointed referee to mark down upon the chart, from the entries in the log-book, the course of the captured vessel, commencing at the 85th degree of west longitude and ending at the point of capture, and to report the character of that course with reference to the vessel's alleged port of destination, Matamoras.—(Extract from the minutes of 7th Feb'y, '65.)

Service.

Rec'd Febr'y 8th, 1865, and the same day, month, and year served a copy of the within order on Rich'd Swain, esq., in person.
Ret. Feb'y 8th, 1865.

M. EGAN, *D'y. U. S. Marshal.*

120 *Notice to Chas. Hamburger selected as interpreter.*

United States district court, eastern dist. of La.

UNITED STATES *vs.* THE BRIG GEZIENA HELLIGONDA and CARGO. } No. 7945.

To Chas. Hamburger, esq.:

Please to take notice that you have this day been appointed interpreter in this case, and that you appear before the clerk's office, on Friday, the 10th Febr'y, 1865, at 1 p. m.
By order of the prize commissioners.

W. S. BENEDICT, *D'y Clk.*

N. O., Febr'y 8th, 1865.

Service.

Rec'd Febr'y the 8th, 1865, and on the 9th of the same month and year served a copy of the within notice on C. Hamburger in person.
Ret. Febr'y 9th, 1865.

M. EGAN, *D'y U. S. Marshal.*

121 *Notice to att'ys to take testimony, Feb'y 8th*, 1865.

THE UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

To Rufus Waples and E'd Briggs, esq.:

You are hereby notified that testimony will be taken in the above-entitled cause on Friday, the 10th day of Febr'y, 1865, at the clerk's office, at one p. m.

W. S. BENEDICT, *D'y Cl'k.*

N. Orl's, Febr'y 8th, 1865.

Service.

Received Febr'y 8th, 1865, and on the same day, month, and year served a copy of the within notice on Rufus Waples, esq., U. S. dist. att'y, and on E'd Brigs, esq., att'y at law, each in person.

Febr'y 9th, 1865.

M. EGAN, *D'y U. S. Marhsal.*

122 *Testimony of Capt. Jansen, taken by order of court Febr'y 10th*, 1865.

123 District court of the United States for the eastern district of Louisiana.

In the matter of the schr. Geziena Helligonda and cargo, a prize.

Deposition of B. P. Jansen, captain of the sch'r, a witness produced, sworn, and examined in preparatorio, on the 10th day of February, in the year eighteen hundred and sixty-five, at the office of the United States prize commissioners, on the standing interrogatories established by the district court of the United States, for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination, by , in behalf of the captors of a certain vessel called the .

To the first interrogatory the witness answers:

1. That he was born in the Netherlands. Always lived there. Claims to be a citizen of the Netherlands. Wife and family live in the Netherlands.

2. I was present at the capture of the vessel, as captain.

124 3. At the time I was first visited by the U. S. officer, C. M. Crandall, I believe, and of the gunboat Pembina, I was steering S.E. by S., the wind E. by N., about 7 miles from Brazos, in nine fathoms water. This officer requested me to hand him all the vessel's papers, including manifest, log-book, the clearances of Liverpool; and after a thorough examination, pronounced everything correct. The wind dying away, it became calm, a strong current running; the officer kindly recommended to let go the anchor, which I did, with all sails standing, this was in eight fathoms water, and I intended to make sail for my port of destination as soon as the breeze

would spring up. This was done in sight of the vessels lying in the roadstead of the Rio Grande. This occurred on Sunday, the 4th of December, about 4 o'clock p. m., 1864. About two hours afterwards, while still at anchor, the calm continuing, a boat was sent to my schooner from the same gunboat, the Pembina, with two
125 officers and eight men, to, they said, *to* examine my cargo. In reply, I said that the cargo could not be examined without breaking bulk with a lighter alongside, but that I would hand the officers my cargo-book for their examination; the officers examined my cargo-book, and reported, by sending their own boat to the Pembina, what I said and what I did. The order came back from the gunboat to send the chief officer, with two men belonging to my vessel, aboard of the gunboat. I sent the chief mate and two sailors, as ordered, to the gunboat. Towards morning, 2 or 3 o'cl'k, a boat came from the Pembina, with two officers and seven men, and told me that they were to take my vessel to New Orleans. These officers and men proceeded without ceremony to take charge of the vessel, lifted the anchor and made sail, and ordered me to bring the vessel as captain to New Orleans, but not to consider myself any more as the captain of the vessel. The vessel got under way at ½
126 past 4 a. m., Monday, the 5th Dec'r, 1864. The two officers who boarded my vessel told me that there was nothing wrong about my vessel, but that they had orders to bring it to New Orleans.

4. The schooner sailed under the Netherland flag, no others on board.

5. There was no resistance made at the time of the capture.

6. The capture was made by the U. S. gunboat Pembina, in sight of the merchant vessels lying in the roadstead of the Rio Grande. The vessel has not yet been condemned.

7. The name of the captured vessel was Geziena Helligonda. Her captain's name, B. P. Jansen. I live in Veendam, and my family reside in that place.

8. The tonnage is 132 tons English. The whole crew, including officers, was seven; all came on board at Liverpool, except the chief mate. I hired these men at Liverpool.

127 9. I belong to the vessel as captain. The ship one half belongs to me, no interest in the cargo.

10. I have known the vessel nearly 6 years. I first saw her in Holland. I built her. She carried no guns. She is a Holland built vessel. Her name is the Geziena Helligonda. She was never called by any other name.

11. When the vessel was seized she was bound for Matamoras. The voyage began at L'pool, and was to have ended at L'pool. Her lading when she set out was wine, beer, India bagging, and some iron, all as per manifest. The sch'r was seized with the cargo on board just as it left Liverpool. The cargo was put on board in the latter part of Aug. and the 1st of Sept., 1864. No goods contraband that I am aware of.

12. All the papers belonging to the vessel were taken by the prize

master, bills of lading, manifest, charter party, &c. I brought
128 them myself and delivered them into the hands of the court. On the voyage from Matamoras to New Orleans, these papers were in possession of the prize master.

13. The lading she had on board when she was captured was that put on board at the commencement of the voyage. I have already stated when the cargo was put on board and in what the cargo consisted.

14. I own half the vessel, my mother one-fourth, the other fourth by a gentleman in Holland named Hoen. The cargo is owned by different persons to me unknown, but I am chartered by A. Leighton & Co., of Liverpool.

15. I built the vessel, and my mother and Mr. Hoen, took an interest in her.

16. These interrogatories have been already answered in interrogatory 3.

17. The bills of lading and all other papers belonging to
129 the vessel are in possession of the court; there were no others ever on board.

18. Know nothing of papers not already stated.

19. The capture was made in the latitude and longitude in sight of the Rio Grande. The first visit of the gunboat was made on the 4th of Dec'r, 1864, Sunday, and on the following day, before light, the seizure was made.

20. I have stated all I know about the papers of the vessel.

21. I was not bound for any port blockaded by the United States, never intended to run any blockade.

22. I had never heard of any blockaded ports in the Gulf except Galveston, Texas. I don't know anything about the Gulf except what I learned from my sailing directions. I was never in the Mexican Gulf before.

130 23. I have stated all I know about the ship's papers.

24. The vessel never attempted to run any blockade.

25. The vessel was never seized as prize before.

26. I don't know what loss I have yet sustained by the seizure.

27. There was no insurance that I know of, except on my ship.

28. In case I had arrived at Matamoras, the goods would have been owned according to the bills of lading.

29. I know nothing about the history of the goods forming my cargo.

30. My goods were loaded from the dock and quay in Liverpool, as is the custom at Liverpool.

31. I have testified all I know concerning any papers belonging to the vessel.

131 32. I have testified all I know concerning papers belonging to the vessel.

33. Bulk was not broken during the voyage.

34. No passengers on board.

35. Papers belonging to the vessel are as I have already testified.

36. My vessel, as I have already stated, was at anchor when she

was seized, in sight of the roadstead of the Rio Grande. The schooner never altered her direct course during her voyage from L'pool to Matamoras.

37. I have been master and part owner since the schooner was built; she has never been out of my possession.

38. There were no guns on board the sch'r or warlike munitions of war of any kind.

39. I am a seaman by profession. Went to Liverpool as a matter of business. Was employed to take a cargo to Matamoras. Know
132 nothing of smuggling, nor would I engage in any dishonest business. I actually know nothing that leads me to think the cargo was not destined for Matamoras. I took the cargo with that understanding; would not engage in any contraband trade. My charter party contract will also prove that I had no inducement to enter into an illicit trade. I have always lived in Holland, in one place, as my great-grandfather before me; the Holland people would not permit a Holland man to go into a contraband trade. There was no trade in Holland; free-trade is now between Holland and England, and hence my shipping from Liverpool.

40, 41, 42, 43. Knew nothing of the subjects included in these interrogatories.

(Sig.) B. P. JANSEN.

Sworn to and subscribed before me this 10th day of Feb'ry, 1865. Having been read to witness paragraph by paragraph. Charles Hamburger, thirty years a resident of New Orleans, a native of the city of Amsterdam, Holland, citizen of the United States,
133 a loyal subject and originally a sea-faring man, acting under oath as interpreter, said Charles Hamburger carefully translating question by question answered in this examination.

(Sig.) T. B. THORPE, *U. S. Prize Com'r.*

(Signed:)
CH'S HAMBURGER, *Interpreter.*

Solemnly sworn as interpreter, on the 10th of Feb'ry, 1865.

(Sig.) T. B. THORPE, *U. S. P. Com'r.*

Testimony of Walter Fuller, taken 11 *Feb'y*, 1865, *by the prize comm'rs, on behalf of captors.*

United States district court, eastern dist. of Louisiana:

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA, } No. 7945.

Testimoney taken before me, T. B. Thorpe, U. S. prize com-
134 missioner, on order for further proof on behalf of captors, in presence of dist. att'y and Edw. Briggs, esq., New Orl's, Feb'y 11, '65.

Walter Fuller, being duly sworn on behalf of captors, says, that he is paymaster on board of the U. S. S. Pembina; that he was on

board of the Pembina at the time she captured the Geziena Helligonda, and that an order was given by the captain of the Pembina to the boarding officer to go on board of the Geziena Helligonda to look at the papers, see what the vessel had on board, and report to him, the captain of the Pembina. The vessel when captured was about a mile and a half or two miles from the bar at Brazos Santiago, nearer to the land than to the bar. When the vessel was visited the first time she was about a mile and a half above, up the coast, from where she was anchored when seized as a prize. When the vessel was first seen she was heading down the coast to the southward, towards the Rio Grande. She was sailing with or before the wind. She was within the blockaded waters all the time I saw her.

135 The weather at the time of the capture was clear; for two days previous to the capture there had been a heavy northerly wind; on the day of the capture, the weather was still northerly, but light. During this northerly wind she could have run out of blockaded waters at any time. The weather, two days previous to the capture, was clear and cold.

Cross-examination:

I have stated the distance of the vessel from the shore and bar as near as I should judge by the eye; I think the vessel when captured was in about five fathoms water. At the time of the capture there was, I think, about a two or three knot current; I have been a seaman about a year and a half.

(Sig.) WALTER FULLER,
A. A. Paymaster, U. S. N.

Sworn to and signed before me this the 11th day of Feb'y, 1865. New Orl's, La.

(Sig.) T. B. THORPE,
U. S. Prize Comm'r.

136 *Bill of C. Hamburger, interpreter.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945

To Ch's Hamburger, D'r:

To acting as interpreter for U. S. prize commissioners in above case $25

Rec'd payment.

Approved: E. H. DURELL, *Judge.*

Report of Captain Richard Swain, expert.—Filed 13 *Feb'y*, 1865.

UNITED STATES
vs.
BRIG HELLIGONDA. } 7945.

NEW ORLEANS, *Feb'y 11th*, 1865.

To the hon'ble district court for the eastern dist. of Louisiana:

137 The undersigned, acting under orders of this honorable court, has made a careful examination of the log-book of the said brig

Hellagonda, and has marked off her course on the accompanying chart X from the 84th degree west long. and 19th degree north up to the time of her capture off the Brazos Santiago, and find that from the starting point up to Cape Catoche they had a strong current setting to the northward, and after getting into the Gulf past Cape Catoche the current set to the southward, making a difference of about ten miles a day in latitude between the dead reckoning and the observed or true latitude until they neared the land; then the current changed to the northwest, and the two last days it set them twenty-two miles northwest, which brought them to the north of their port of destination, which was apparently Matamoras; and I find nothing in the log-book to indicate that they were bound to any port in Texas, and in fact there is only one port in Texas which a vessel of her draught of water (eleven feet) could get into, which is Galveston, and that is so well guarded by our blockading squadron that it would be
138 folly for them to attempt it. I must observe that I have never seen a more correct log-book kept on board of a vessel.

All of which is respectfully submitted.

[SEAL.] RICH'D SWAIN, *Marine Surveyor.*

Order to withdraw certain letters, granted Feb'y 14th, 1865.

UNITED STATES
vs. } 7945.
BRIG GEZIENA HELLIGONDA.

On motion of E. Briggs, esq., proctor for claimant, ordered that he have leave to withdraw from the record the following letters, to wit:

Letter from J. G. Galbraith to Jno. H. Ellsworth; letter from Anne Galbraith to Jno. H. Ellsworth; letter from Ernest Ellsworth to Jno. H. Ellsworth; letter from John Ellsworth to Jno. H. Ellsworth, upon the clerk retaining copies of the same.—(Extract from the minutes of 14th Feb'y, 1865.)

139 *Order limiting time for further proof and fixing cause for trial, March 7th, 1865.*

UNITED STATES
vs. } 7945.
BRIG GEZIENA HELLIGONDA.

On motion of E. Briggs, proctor for claimants, it is ordered that the order for further proof given by the court in favor of the captors on the 7th of Feb'y last be considered closed on Tuesday, the 14th inst., and that the cause be fixed for trial on that day, on the testimony and documents then on file.—(Extract from the minutes.)

Hearing and continuance, March 14th, 1865.

UNITED STATES
vs. } 7945.
BRIG GEZIENA HELLIGONDA.

This cause came up in pursuance to the order of 7th in-
140 stant—district attorney for libellants, E. Briggs for claimant—

when, after hearing further evidence, the cause is continued till tomorrow, 15th instant, at 11 a. m.—(Extract from the minutes.)

Order to reargue at bar, March 15, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA. } 7945.

On motion of E. Briggs, proctor for claimant, and on showing to the court that additional testimony has been taken herein under an order of this court, it is ordered that the case be reargued at bar.—(Extract from the minutes.)

Continuance.

By consent of counsel this cause is continued till Monday, 26th instant, at 11 a. m.—(Extract from minutes of 15 March, '65.)

141 *Hearing and submission.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA. } 7945.

This cause was taken up by consent—dist. att'y for libellants, E. Briggs for claimants—when, after hearing argument. the court took time to advise.—(Extract from the minutes of 18th March, 1865.)

Order to unliver cargo, March 20, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA. } 7945.

On motion of the district att'y, ordered that the marshal do proceed to unliver the cargo, and report its character without delay.

Service and marshal's return.

142 Received March 21st, 1865, and in obedience to the within order I have caused a sufficient quantity of the cargo of the said brig to be discharged to determine the character thereof, and find said cargo to consist as follows, viz: of bar iron, bales of India bagging, bales of Liverpool pressed hay, a large number of cases of various description of drygoods, boxes of various kinds of wine, barrels bottled ale, bales of blankets, packages of hardware, boxes of iron bedsteads, casks of trace chains, &c.

A number of the bales of hay and bagging were opened and found to contain nothing but what was represented by the outside of the package, and a number of boxes were opened with the same result.

W. W. GALLAER, *D'p'y U. S. Marshal.*

March 27th, 1865.

Decree of restitution, entered March 25th, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

143 For the reasons orally assigned by the court, it is ordered, adjudged, and decreed that the judgment herein rendered on 2d February last be set aside and annulled. And it is now ordered, adjudged, and decreed that the libel be dismissed and the vessel and cargo restored to the claimant, reasonable cause of seizure being certified in the premises.

Judgment rendered 25th March, 1865.
Judgment signed 30th March, 1865.

(Sig.) E. H. DURELL, *Judge.*

Petition of appeal.—Filed 28 March, 1865.

UNITED STATES
vs.
BRIG HELLIGONDA and CARGO.

To the Hon. E. H. Durell, judge of the district court of the U. S., east. dist. of Louisiana:

The petition of Rufus Waples, United States attorney, in the name and in the behalf of the United States of America, libellants herein, respectfully represents that a final sentence and decree was
144 entered on the 25th day of March, 1865, in the above-entitled cause, in the U. S. district court for the east. dist. of Louisiana, in and by which said final sentence and decree it was ordered, adjudged, and decreed that the libel be dismissed and the vessel and cargo restored to the claimant; that the said final sentence and decree is adverse to said libellant, and to his manifest injury and prejudice; that the matter in controversy exceeds in value the sum of two thousand dollars; that your petitioner, in behalf as aforesaid, feels aggrieved by the rendition of said final sentence and decree, and is advised that the same is erroneous, and ought to be reversed.

Wherefore said libellant, in behalf as aforesaid, doth hereby appeal from said final sentence and decree to the next term of the Supreme Court of the United States, returnable on the first Monday of December next, and prays this honorable court to grant him the suspensive appeal from said final sentence and decree, the same to operate as a supersedeas, and that the said final sentence and decree may be reversed and such other decree threupon made as to the said Supreme Court shall seem just, and that a transcript of the record and
145 proceedings in this cause, duly authenticated, may be sent up to the said Supreme Court of the United States without delay.

(Sig.) RUFUS WAPLES, *U. S. Att'y.*

Order.

An appeal to operate as a supersedeas is allowed in this case as prayed for, returnable in the Supreme Court of the United States the first Monday of December next, the appellants being by law dispensed from giving bond and security in judicial proceedings.

April 1st, 1865.

(Sig.) E. H. DURELL, *Judge.*

146 *Citation of appeal.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } No. 7945.

The United States of America to B. P. Jansen, claimant, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States at its next term, to be holden in the city of Washington, D. C., on the first Monday of December next, to answer the appeal taken by the United States, libellants in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said libellants should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 1st day of April, in the year of our Lord 1865, and the 89th of the American independence.

E. H. DURELL, *Judge.*

147 Indorsed: Citation of appeal, United States district court, No. 7945.—United States *vs.* Brig Geziena Helligonda and cargo.—Filed April 4th, 1865.

K. LOEW, *D'y Clerk.*

Serve on B. P. Jansen. Received April 1st, 1865, and on the 3d day of the same month and year served a copy of the within citation on B. P. Jansen, claimant herein, by leaving it in the hands of Ed. Briggs, esq'r, he being proctor for claimant, and accepting service as such, for claimant.

New Orleans, April 3d, 1865.

M. EGAN, *D'y U. S. Marshal.*

148 *Order to deliver certain things to the master, April 18th, 1865.*

THE UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of Edw. Briggs, proctor for claimants herein, it is ordered that the marshal be authorized to open the cabin of the brig Helligonda, and if found therein, to deliver to claimant, B. P. Jan-

sen, master, a box marked H N—D & C, containing one boy's Scotch suit, and two gold watches, said claimant giving bond for the same, conditioned as the law directs.—(Extract from the minutes.)

Marshal's return.

Rec'd April 18th, 1865, and on the same day, month, and year proceeded on board the within-named vessel, and opening the seals, entered the cabin, but after diligent search could not find the box described and marked as herein stated. This order is therefore returned not executed, for the reason above set forth.

N. O., Ap'l 19th, 1865.

C. V. WOODRUFF, *D'y U. S. Marshal.*

149 *Petition of the claimant joining in the appeal taken by libellant. Filed April 27th, 1865.*

United States dist. court, east dist. of Louisiana.

UNITED STATES
vs.
THE BRIG HELLIGONDA, HER TACKLE, and CARGO.

To the honorable Edw'd N. Durell, judge of the district court of the U. S. for the eastern district of La.:

The petition of Bernardo P. Jansen, claimant herein, on behalf of his principals, the owners both of vessel and cargo, respectfully represents that he is aggrieved by so much of the decision rendered herein on the 25th day of March last as refuses to claimants damages for the unlawful capture and detention of the said brig and cargo, and gives to the captors thereof a certificate of probable cause, which damages far exceed the sum of two thousand dollars, and that he is advised that there is error to his prejudice. Wherefore he prays that he be allowed to join in the appeal taken by the United
150 States district attorney from said decision to the next term of the Supreme Court of the United States, on his giving bond and security conditioned as the law directs, and in such sum as the court may order.

(Sig.) EDW. BRIGGS, *Proctor.*

Order for appeal, April 27, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA. } 7945.

On motion of Edward Briggs, of counsel for claimant, and on his presenting a petition praying an appeal to the next term of the Supreme Court of the United States, from so much of the decree herein rendered against him on the 25th day of March last past as assigns to captors a certificate of probable cause, it is ordered that the
151 same be allowed as prayed for, returnable to the Supreme Court on the first Monday of December next, upon his giving bond in the sum of $250, with good and solvent security conditioned as the law directs.—(Extract from the minutes of 27th April, 1865.

Appeal bond.—Filed Ap'l 27, '65.

District court of the United States, in admiralty.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } No. 7945.—Appeal bond.

UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents, that we, B. P. Jansen, as principal, and Edward Briggs, as surety, are held and firmly bound unto the United States, in the sum of two hundred and fifty dollars,
152 to be paid to the said United States, for the payment of which, well and truly to be made in lawful money of the United States, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated at New Orleans, the 27th April, 1865.

Whereas the abovenamed B. P. Jansen has appealed to the next term of the Supreme Court of the United States from a final judgment of the district court of the United States for said district, rendered herein on 25th March, 1865, refusing to the claimant damages, and certifying reasonable cause of seizure in the above-entitled cause:

Now, therefore, the condition of this obligation is such that if the abovenamed appellant shall prosecute his appeal to effect, and answer all damages and costs, and satisfy whatever judgment may be rendered against him if he fails to make his appeal good, then this obligation to be void; otherwise the same shall be and remain in full force and effect.

(Sig.) B. P. JANSEN. [SEAL.]
ED. BRIGGS. [SEAL.]

153 *Order to deliver personal effects to the master, May* 11, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of Ed. Briggs, proctor for B. P. Jansen, master of said brig and claimant herein, and on showing that said master is about to return home, and that no misconduct has been proven against him personally herein, it is ordered that the marshal deliver to claimant the following effects, his personal property, to wit:

A chronometer, a clock, a quadrant, a barometer, a few charts and sailing directions.

True copy. K. LOEW, *D'y Clk.*

Marshal's return.

Rec'd on 12th May, 1865, and in the same day, month, and year delivered to the master of the within-named vessel, B. P. Jansen, the articles named within, in obedience to the within order.

May 13th, 1865.

J. J. PREIS, *D'y U. S. Marshal.*

154 *Order of sale, May* 20, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of Rufus Waples, esq., dist. att'y of the United States, and of Ed. Briggs, esq., proctor for claimant, it is ordered that the brig Geziena Helligonda and cargo be sold by the marshal, after the legal advertisements, on the same terms and conditions on which the Dashing Wave and cargo were ordered to be sold; the proceeds of such sale to be deposited as the law directs, and held subject to the further orders of court.

True copy from the minutes.

W. S. BENEDICT, *D'y Cl'k.*

Marshal's return.

U. S. dist. court, E. D. of La.

U. S. MARSHAL'S OFFICE,
City of New Orleans, July 11*th*, 1865.

In the United States district court, eastern district of Louisiana:

UNITED STATES
vs.
BRIG GEZIENA HELLAGONDA, TACKLE, &c., and cargo. } 7945.

By virtue of an order of court to me directed, in the above-entitled suit, I will proceed to sell to the highest bidder, on Saturday, the 10th day of June, 1865, at 12 o'clock m., at the United States marshal's warehouse, Nos. 38 and 40 Old Levee street—

The brig Geziena Hellagonda, tackle, &c., and cargo, consisting of very valuable assorted merchandise, such as ale in barrels, glass, linens, champagne, &c., &c.

Also, 2 flags, &c.

Terms—Cash at time of adjudication, in United States treasury notes.

United States Marshal's Office, New Orleans, 25th day of May, 1865.

CUTHBERT BULLITT, *United States Marshal.*

155 In obedience to the within order, I offered for sale the brig Geziena Helligonda, her tackle, apparel, and furniture, in the manner following, viz: I advertised the said vessel and cargo for sale 4 times within 10 days, in the True Delta, the Picayune, and the Times, three newspapers printed and published in this city, and after having complied with all the previous legal requisites, I offered the said vessel and part of the cargo for sale on Saturday, the 10th day of June, 1865, at the hour of 12 o'cl'k, at noon, at the U. S. marshal's warehouse, 38 Old Levee st., near Custom-house st., in the 2d district of this city; and then adjourned said sale by proclamation until Friday, the 16 day of June, 1865, and again advertised said adjourned sale 3 times

in the True Delta, to take place at the above-mentioned place, at 10 o'clock a. m., at which time and place I offered for sale another and second portion of the cargo of said vessel; and I again by proclamation adjourned said sale until Friday, the 23 of June, 1865, and again advertised said adjourned sale 3 times in the True Delta, to take place at the last-named place and hour, at which time and place I offered the third and last portion of the cargo of the said vessel for sale; and after having made due proclamation at each of the abovenamed
156 sales, and also setting forth by due advertisement, and also by the auctioneer at the time and place of each of the abovenamed sales, the terms and conditions of sales, the said vessel and cargo were sold for cash to the highest bidders in the lots, to the parties, and at the prices set forth in the proces verbal of G. A. Hall, U. S. prize auctioneer, hereto annexed as part of this return.

Whereby the gross sales amounted to sixty-three thousand five hundred and eigty-one dollars and eighty cents, ($63,581 80,) which I hold subject to the further order of this honorable court.

(Sig.) A. BOUDOUN, *Dep'y.*
(Sig.) CUTHBERT BULLITT, *U. S. Marshal.*

New Orl's, July 11th, 1865.

Auctioneer's proces verbal.

I, G. A. Hall, U. S. prize auct'r, do hereby certify that under and by virtue of an order of the hon. district court of the United States, eastern district of La., as directed to the United States marshal for the district aforesaid, in suit by the United States *vs.* The Brig Geziena Hellegonda, her tackle, &c., and cargo, No. 7945 of
157 the docket of said court, offered the brig Gezina Helagonda and part of the cargo for sale at public auction on Saturday, the 10th day of May, 1865, at 12 o'clock m., at the U. S. marshal's warehouse, No. 38 Old Levee st., at which sale the same was sold for cash, in the lots, as hereinafter set forth, viz:

Jacob Barker, the brig Gezina Heligonda	$5,000	
J. Santini, 24 bbls. brown stout, $18	432	
Avel Bros., 44 bbls. brown stout, $16	704	
J. Santini, 20 bbls. Burton's ale, $17	340	
J. Santini, 10 bbls. Burton's ale, $16 50	165	
Picard, 25 bbls. Burton's ale, $16	400	
Avel Bros., 40 bbls. Burton's ale, $16 50	660	
J. Santini, 88 Tennant's, $18 50	1,628	
J. G. Spor, 40 b'x's preserved prov., $14 75	590	
Letchford, 5 casks brown stout, $16	80	
Letchford, 5 casks Burton's ale, $16 50	82	50
Letchford, 7 casks Tennant's, $18 50	129	50
Letchford, 4 b'x's wine, $13	52	
Letchford, 1 b'x wine	24	
Letchford, 7 baskets Champ., $15 75	110	25
Letchford, 1 box wine	13	00
Stephenson, 1 case Champagne	15	75

	Campbell, 2 Dutch flags, $2 25	$4 50
158	H. G. Heartt, Hock wine, at $10, sold to other parties.	
	Witherell, 5 boxes Hock, $18 25	91 25
	Barker, 5 boxes Hock, $25	125
	Santini, 5 boxes Hock, $24 50	122 50
	Whiterell, 4 boxes Hock, $14 50	58
	Letchford, 3 boxes wine, $10 50	31 50
	Picard, 9½ German cordial, $14 25	135 37
	Endell, 10 German cordial, $14 25	142 50
	Santini, 10 German cordial, $16 50	165
	J. Moses, 20 Champ., sold other parties.	
	J. G. Spor, 10 kegs soda, $9 25	92 50
	Pierson, 10 kegs soda, $9	90
	Dr. Finley, 1 cask alcohol, 44 gall., $4 25	187
	Dr. Finley, 2 b'x's quinine, 200 oz., 2 20	440
	Dr. Finley, 1 lot morphene	20
	Dr. Finley, 25 lbs. calo'l, 75	18 75
	Montende, 8 drums turpentine, $12	96
	Roussel, 8 drums linseed oil, $9	72
	Dr. Finley, 5 b'x's castor oil, 41 50	207 50
	Avel Bros., 500 pr. mule traces, 55	275
	Slark & Co., 600 gross steel pens, 28	168
	Lynch, 1 hhd. stew and sauce pans	145
	Boidore, 1 hhd. frying pans, &c	105
	J. Levi, 1 hhd. ironing irons	60
	Roussel, 1 hhd. tinned pots, &c.	130
	Roussel, 1 hhd. pots, &c	115
	Churchill, 1 hhd. teapots	160
	Lynch, 1 case spoons and knives	480
159	Endell, 42 horn combs, &c	150
	Lynch, 1 case shutter knobs	130
	Levi, J., 59 doz. waiters, $2 15	126 85
	A. F. Cochran, 99 bales hay, $3 75	371 25
	Oscar Bercier 35 bales gunny-bags, $75	2,625
	Slark & Co., 1,566 bars flat iron, 4½	3,646 12
	Slark & Co., 328 bundles, round, 4½	1,464 17
	Slark & Co., 49 bundles steel, 3⅝	259 36
	Slark & Co., 4 bars round shafting, 2	64 58
	Avel Bros., 10 b'x's window glass, $4	40
	Avel Bros., 10 b'x's window glass, $5	50
	Avel Bros., 10 b'x's window glass, $6 35	63 50
	Estlin, 10 b'x's window glass, $6 25	62 50
	Estlin, 6 b'x's window glass, $6	36
	Estlin, 6 b'x's window glass $6 50	39
	Slark & Co., 6 b'x's window glass, $8 85	53 10
	Levi, 6 b'x's window glass, $12 50	75
	Levi, 2 b'x's window glass, $10 50	21
	Levi, 2 b'x's window glass, $13 50	27

Estlin, 2 b'x's window glass, $17	$34
Spor, 1 case sardines	38
Letchford, 3 boxes wines, $10 50 (E. & O. E.)	31 50
Total	23,571 30

New Orleans, June 10, 1865.

(Sig.) G. A. HALL,
U. S. Prize Comm'r.

To Hon. CUTHBERT BULLITT, *U. S. Marshal, E. D., La.*,

160 I, G. A. Hall, U. S. prize auctioneer, do hereby certify that under and by virtue of an order of the hon. dist. court of the U. S. east. dist. of La., as directed to the United States marshal for the district aforesaid, in suit by the U. S. *vs.* The Brig Gezina Hellegonda, her tackle and cargo, suit No. 7945 of the docket of said court—

Offered a part of the cargo of the brig Gezina Helligonda, for sale at public auction at the U. S. marshal's warehouse, No. 38 Old Levee st., on the 16th of June, 1865, at 10 o'c. a. m., at which sale the same was sold for cash at the prices, to the purchasers, and in the lots as hereinafter set forth, to wit.

Davis & Jackson, 20 cases Champagne	$270
Avel Bros., 10 cases Champagne, $12	120
Avel Bros., 10 cases Champagne, $11 50	115
Oscar Bercier, 179 cases Champagne, $11	1,969
Letchford, 7 cases Champagne, $11	77
C. Bullitt, 3 cases Champagne, $11	33
Madair, 5 cases Champagne, $10 50	52 50
Bloom & Frank, 11 cases woollen shirts	340
G. B. Beard, 2 cases woollen shirts	470
W. Endell, 2 cases woollen shirts	550
161 Bloom & Frank, 1 case woollen shirts	255
Jackson, 1, linen shirts	280
S. Meyer, 1, linen shirts	335
Godchoux, 2 cases cotton shirts	620
J. Meyer, 1 linen h'k'fs	560
Samuels, 1 linen h'k'fs	505
J. Meyer, 1 case misses' dresses	170
J. Meyer, 1 case ladies' mohair dresses	395
J. Meyer, 1 case ladies' shawls	205
Wallace & Co., 1 case barege shawls	500
J. Myer, 1 case Cashmere	260
J. Myer, 1 case morning wrappers	215
Gocheaux, 1 case' Scotch check gingh	780
Godchaux, 1 case printed muslins	635
Bloom & Frank, 1 case printed cambrics	225
J. Meyer, 1 case sample shawls	340
Endell, 1 case woollen shawls	250

Bloom & Frank, 5 cases woollen shirts		$1,550
Wallace & Co., 1 case ginghams		330
Goudchaux, 1 case ginghams		415
Wallace & Co., 1 case printed cambrics		215
J. Meyer, 1 case men's clothing		405
Meserets, 1 case men's clothing		555
J. Meyer, 1 case samples		305
Bloom & Frank, 5 cases woollen shirts		1,225
Bloom & Frank, 3 cases blankets		960
Bloom & Frank, 3, colored cotton		885
Bloom & Frank, 1, ladies' dress goods		440
162 Wallace & Co., 2 cases gent's morning goods		1,780
Beard, 1 case embroid. h'd'k'fs		490
Meyer, 1 case gauntlet collars		375
Hollander, 1 case child. frocks, &c		475
J. Meyer, 1 case cloth mantles		328
M. Selignan, 1 case Melton cloth		485
Davis & Jackson, 1 case Melton cloth		215
Davis & Jackson, 1 case Melton cloth		410
B. & Frank, 3 cases Melton dresses		555
A. Ballard, 3 cases Champ., $11		33
Letchford, 7 cases Champ., $11 (E. & O. E.)		77
Total		23,134 50
Allowance made to Messrs. Bloom & Frank for damages and short goods, with consent of the U. S. marshal, Cuthbert Bullitt, esq., at the request of said Bloom & Frank		701
		22,433 50

New Orleans, June 16th, 1865.

(Signed) G. A. HALL,
U. S. Prize Auctioneer.

To Hon. CUTHBERT BULLITT, *U. S Marshal, E. D., La.*

163 I, G. A. Hall, U. S. prize auct'r, do hereby certify that under and by virtue of an order of the hon. dist. court of the U. S. for the east. dist. of La., as directed to the U. S. marshal for the district aforesaid, in suit by the U. S. *vs.* Brig Gezina Helligonda, her tackle, &c., and cargo. suit 7945 of the docket of said court, I offered a part of the said eargo for sale at public auction on Friday, June 23, 1865, at 10'clock a. m., at the U. S. marshal's warehouse, No. 38 Old Levee st., at which sale the same was sold for cash, at the prices, to the purchasers, and in the lots as hereinafter set forth, to wit:

Campbell, 1 case samples	$145
Samuels, 1 case shirts	155
Baguliers, 1 case shirts	315
Baguliers, 1 case shirts	315
Bloom & Frank, 5 cases Knickerbocker prints	1,100

F. Israel, 2 cases cotton half hose	$840	
A. Martin, 1 case half hose	200	
A. Jacquet, 1 case check winsey jackets	245	
Beard, 1 case cotton shirts	140	
Campbell, 1 case woollen shirts	325	
164 Endell, 1 case woollen shirts	320	
Goudchaux, 1 case woollen shirts	310	
Forshmayer, 1 case woollen shirts	310	
Bloom & Frank, 3 cases woollen shirts	982	50
Samuels, 1 case collars and shirts	280	
Letchford, 1 case shirts and shawls	150	
Endell, 1 case plaids and doeskin	410	
Bloom & Frank, 1 case lustres	535	
Samuels, 4 cases woollen shirts	1,200	
Wallace & Co., 1 case shirts and collars	215	
Goudchaux, 1 case h'd'fs and hose	1,030	
Piffet, 2 cases woollen shirts	750	
Stevens, 4 cases wg't paper	360	
Montgomery, 1 case combs	155	
Slark & Stauffer, 1 case pocket knives	252	50
Do. 1 case pocket knives	580	
Do. 1 case pocket knives	417	50
Rousset, 1 case butcher knives	174	
Slark & Stauffer, 1 case waiters	36	
Beard, 1 case waiters	44	
Beard, 1 case waiters and trays	64	
Slark & Co., 1 case waiters and trays	41	
Veil, 1 case waiters and trays	47	
Slark & Stauffer, 1 case pocket knives	665	
Slark & Stauffer, 1 case pocket knives	560	
Slark & Stauffer, 1 case pocket knives	170	
Slark & Stauffer, 1 case pocket knives	210	
Stark & Stauffer, 1 case pocket knives	450	
165 P. G. Taylor, 1 case table knives and forks	225	
P. G. Taylor, 1 case table knives and forks	238	
P. G. Taylor, 1 case lamp chimneys	54	
Beard, 1 case lamp chimneys	54	
Slark & Stauffer, 3 cases German locks	168	
L. Schooner, 1 case hinges and screws	28	
P. G. Taylor, 1 case screws	70	
Slark & Co., 1 case wire and hinges	103	
E. Rousset, 1 cask wire and hinges	57	
Slark & Co., 1 case ball braces	26	
Beard, 1 box carriage trimmings	240	
Hollander, 1 box albums and pocket-books	115	
Churchill, 1 box faucets, bells, and scales	150	
Slark & Co., 1 box buckles and rings	66	
Slark & Co., 1 box knives, forks, and spoons	230	
S. E. Moore, 1 box lamp globes, &c	44	
S. E. Moore, 1 box lamp globes	37	

	S. E. Moore, 1 box attachments	$39	
	Shouner, 1 box wicks and burners	51	
	Beard, 1 box bronze candle stands	50	
	Churchill, 1 box bronze candle stands	53	
	Churchill, 1 box assorted glassware	240	
	Churchill, 2 boxes glass decanters	90	
	Churchill, 1 box mongo	31	
	McReady, 18 iron camp bedsteads	229	50
	McReady, 4 brass camp bedsteads	101	
	Liberman, 2 cases Melton cloth	760	
	Hirsh, 2 bbls. beef and pork	33	
166	Hirsh, 2 bbls. beans (E. & O. E.)	5	
		17,997	
	Allowances made to F. Israel for damages, with consent of U. S. marshal, Cuthbert Bullitt, esq., at the request of said F. Israel	420	
	Total	17,577	

New Orleans, June 23d, 1865.

(Sig.) G. A. HALL, *U. S. Prize Auct'r.*

To Hon. CUTHBERT BULLITT, *U. S. Marshal, E. D., La.*

Order to reserve certain articles from the sale, June 8th, '65.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of Ed. Briggs, proctor for claimant, and on showing to the court that of the cargo of the Geziena Helligonda, about
167 to be sold under order of the court, seven cases marked L. F. 2766-72, and one box marked T. S. 1477, containing pictures, medals, crosses, books, and private papers, are the personal effects and property of the Rev. Abbe Fischer, and were shipped to Matamoras for his account, and that the same, although probably of great value to the owner, would be sacrificed at public sale, it is ordered that the marshal reserve from said sale the 8 packages aforesaid, and that he retain the same in his custody and keeping, subject to the further order of the court.—(Extract from the minutes.)

Order allowing O. P. Graham & Co. to bond certain goods, June 8, '65.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

On motion of E. Briggs, proctor for claimants, and on showing that a decree of restitution herein has been rendered by this court,
168 from which the U. S. dist. att'y has appealed, it is ordered

that Messrs. O. B. Graham & Co., consignees of 12 boxes, marked Y | G, and numbered from 305 to 316, containing linen creas, together with a box of samples, be allowed to bond the same, upon furnishing bond with good and solvent security in an amount equal to the appraised value thereof, the said value to be ascertained by Heartt & Swain, the prize appraisers of this court.—(Extract from the minutes of 8th June, 1865.)

Notice to appraisers.

U. S.
vs.
BRIG G. HELLIGONDA. } 7945.

To Heartt & Swain, prize app'rs:

Take notice that you have this day been appointed appraisers for the purpose of ascertaining the value of 12 boxes, Y | G, 305 to 316, and 1 box samples, libelled in this case, and you are to file the report of your appraisement within the shortest possible delay.

By order of court.

June 9th, 1865.

W. S. BENEDICT, *D'y Cl'k.*

169 *Service.*

Received June 9th, 1865, and on the same day, month, and year served a copy of this notice on Heartt & Swain, appraisers, by leaving the same at their office in the hands of their clerk.

June 10th, 1865.

M. EGAN, *D'y U. S. Marshal.*

Appraisement of vessel.—Filed 10th June, 1865.

Prize appraisers' report.

UNITED STATES
vs.
PRIZE BRIG GEZIENA HELLIGONDA. } No. 7945.

To the hon'ble district court for the eastern dist. of Louisiana:

We, the undersigned, prize appraisers to this honorable court, duly appointed and sworn, have the honor to report that on the 8th day of
170 June, 1865, we proceeded on board of the prize brig Geziena Helligonda for the purpose of ascertaining her value, and after a careful examination find that she is about six years old, built in Gerandin, Holland, 1859; her length is 90 feet 6 inches; breadth of beam 21 feet 6 inches; depth of hold 2 feet 6 inches, or 180 tons burthen.

She has an oak frame, beams, and bindings, a single deck, with a half poop-cabin; is well bound with iron, diagonal knees under her beams, a heavy kelson, and thick work in each bilge; her bottom is iron fastened and sheathed with zinc.

She has on board one boat, two chains, one hawser, five anchors, one camboose-house on deck; her sails are at the marshal's warehouse, No. 40 Old Levee, and will be seen at the sale.

And we do value and appraise the said vessel at the sum of $10,000 cash, and no more.

Given under our hands this 8th day of June, 1865.

H. G. HEARTT,
RICH'D SWAIN,
U. S. Prize Appraisers, New Orleans.

171 *Appraisement of part of cargo.—Filed June 10th, '65.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } No. 7945.—Appraisers' report of cargo.

OFFICE OF THE U. S. PRIZE APPRAISERS,
N. Or'ls, June 8th, 1865.

We, the undersigned, prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we have this day carefully examined the cargo of the prize brig Geziena Helligonda, and are of opinion that the actual market value at wholesale prices of the said merchandise are this day, and we do therefore appraise the same, as follows:

[L.] B.	77 bbls.	brown stout and ale, p'r bbl., $12	$924	
S. J. R.	99 bbls.	Burton's ale, p'r bbl., $12	1,188	
L.R.& Co.	99 bbls.	Tennant's ale, p'r bbl., $12	1,188	
[M.] G.	45 boxes	preserved provisions, a box, $12	540	
[L.]B.&Co.	35 boxes	Hock wine, a box, $16	560	
[L.B.&Co.]	20 boxes	German cordials, a box, $8	160	
A. M. E.	10 boxes	German cordials, a box, $8	80	
172 [H.] E.	20 kegs	soda, a keg, $5	100	
No. 5–9.	5 boxes	of cans oil, case, $40	200	
No. 1.	1 cask,	44 gall., alcohol, cask	100	
No. 2–3.	2 boxes,	100 oz. each, quinine, oz., 2 50	250	
No. 4.	40 half oz.	morph. sulph, $2	80	
	25 of	calomel, 1 50	37	50
	8 drums	turpentine, 5 gall. each, 15	120	
	8 drums	linseed oil 20	160	
5–9.	5 boxes	castor oil, box $20	100	
[L. R. & C.] 24–28.	5 casks	mule traces, 50 prs., $2	100	
29–33.	5 casks	mule traces, 50 prs., $2,	100	
24.	1	, 600 gross, steel pens, lot	20	
35.	1 hhd.	enamelled stew and sauce pans, as per invoice.		
36.	1 hhd.	frying pans and tea-kettles, as per invoice.		
37.	1 hhd.	half-round and half-sheep sad-irons, as per invoice.		

38. 1 hhd. tinn'd iron pots with covers.
39. 1 hhd. tinn'd boiler, round pots, pans, and kettles.
40. 1 cask B. M. tea-pots, coffee-pots, cream and sugar.
41. 1 case spoons, knives, and forks.
42. 1 case horn combs.
43. 1 cask shutter knobs, brass-headed.
44. 1 case, 69 dz., waiters.

L.	99 bales Eng. meadow hay, per bale, $20,	$1,980
	35 bales gunny-bagging, per bale, $50,	7,750
	1,557 bars flat iron, p'r p'd, 9 cts.	
	328 bundles round iron, p.r p'd, 8 cts.	
	49 bundles sheet iron, p'r p'd. 9 cts.	
[L.]	4 bars round iron shafting, 10 cts.	
A. B. & F.	63 boxes, ass'ted sizes, window glass.	

H. G. HEARTT,
173 RICH'D SWAIN,
U. S. P. C. App.

To be continued:

Appraisement of O. B. Graham & Co.'s goods.—Filed June 12, 1865.

UNITED STATES *vs.* BRIG G. HELLIGONDA. } No. 7945.—Appraisers' report of cargo.

Property represented by Mess. O. B. Graham & Co.

OFFICE OF THE U. S. PRIZE APPRAISERS,
N. O., June 12, 1865.

We, the undersigned, prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we have this day carefully examined the cargo of the prize brig G. Helligonda, and are of opinion that the actual market value or wholesale prices of the said merchandise are this day, and we do therefore appraise the
174 same, as follows:

UNITED STATES *vs.* BRIG G. HELLIGONDA and CARGO, a prize. } 7945.

Marks.		Value.
Y-G. No. 305.	20 pieces ¾ white linen creas, 64 yds ea., 27 inches wide, per piece, $16 50.....	$300
306.	20 pieces ¾ white linen creas, 64 yds ea., 27 inches wide, per piece, $16 50.....	330
307.	20 pieces ¾ white linen creas, 64 yds ea., 27 inches wide, per piece, $16 50.....	330
308.	20 pieces ¾ white linen creas, 64 yds ea., 27 inches wide, per piecs, $16 50.....	330

No. 309.	20 pieces ⅞ white linen creas, 64 yds ea., 27 inches wide, per piece, $16 50	$330
310.	20 pieces ⅞ white linen creas, 64 yds ea., 27 inches wide, per piece, $16 50	330
Samples.	6 pieces ⅞ white linen creas, 65 yds ea., 27 inches wide, per piece, $16 50	69
Y-G. No. 311.	20 pieces white linen, 1,280 yds, $17 50	350
312.	20 pieces white linen, 1,280 yds., $17 50	350
313.	20 pieces white linen, 1,280 yds., $17 50	350
314.	20 pieces white linen, 1,280 yds., $17 50	350
315.	20 pieces white linen, 1,280 yds., $17 50	350
316.	20 pieces white linen, 1,280 yds., $17 50	350
Samples.	6 pieces white linen, 1,280 yds., $17 50	105
		4,284

12 cases and 1 case samples.

(Sig.) H. G. HEARTT,
RICH'D SWAIN,
U. S. Prize Appraisers, New Orleans

To the Hon. E. H. DURELL,
Judge U. S. Dist. Court, East. Dist. of La.

175 *Appraisers' bill, June* 12, 1865.

UNITED STATES
vs.
BRIG G. HELLIGONDA and CARGO, a prize. } 7945.

N. O., June 12, 1865.

Cargo represented by Mess. O. B. Graham, to appraiser's office, Dr.:

For appraisement, valuation, examination, &c., 12 cases linen and samples, 252 pieces, $4,284, at 1 pr. ct. $4,284

Appraisement of part of cargo.—Filed June 16th, 1865.

OFFICE OF THE U. S. PRIZE APPR'S,
N. O., June 13, 1865.

No. 7945. Appraisers' report of cargo.

We, the undersigned, prize appraisers of this hon'ble court, duly appointed and sworn, have the honor to report that we have this day carefully examined the cargo of the brig Geziena Helligonda,
176 and are of opinion that the actual market value or wholesale prices of the said merchandise are this day, and we do therefore appraise the same, as follows:

Marks.		Value.
[D.]G.R.No. 11.	15 doz. woollen shirts, per package	$300
12.	15 doz. woollen shirts, per package	198
13.	15 doz. woollen shirts, per package	198
14.	15 doz. woollen shirts, per package	240

No. 15.	15 doz. woollen shirts, per package	$240
16.	13½ doz. woollen shirts, per package	210
17.	9 doz. linen shirts, per packege	180
18.	12 doz. linen shirts, per package	270
19.	20 doz. cotton shirts, per package	215
20.	21 doz. cotton shirts, per package	270
21.	169 doz. linen hdkfs., per package	480
22.	180 doz. linen hdkfs., per package	360
23.	133 misses' dresses, per package	300
24.	93 ladies' mohair dresses, per package	400
25.	192 ladies' dresses, per package	460
26.	191 barege shawls, per package	450
27.	109 Cashmere shawls, per package	440
28.	63 mourning wrappers, per package	270
29.	2,656 yds. Scotch check ginghams, per package	510
30.	2,280 yds. printed muslins, per package	360
31.	980, more or less, printed cambric, per package	180
38.	Samples of shawls and dresses, per package	400
39.	12 doz. woollen shirts, per package	190
40.	15 doz. woollen shirts, per package	250
177 41.	15 doz. woollen shirts, per package	300
42.	15 doz. woollen shirts, per package	240
43.	15 doz. woollen shirts, per package	210
44.	15 doz. woollen shirts, per package	210
45.	1,560 yds., more or less, ginghams, per package	300
46.	1,800 yds., more or less, ginghams, per package	360
47.	650 yds. printed cambric, per package	150
48.	Yds. unknown, men's clothing, per package	500
49.	Yds. unknown, men's clothing, per package	450
51.	Yds. unknown, men's clothing, per package	300
55.	12 doz. cotton and wool shirts, per package	150
56.	12 doz. cotton and wool shirts, per package	150
57.	12 doz. cotton and wool shirts, per package	150
58.	12 doz. cotton and wool shirts, per package	150
59.	12 doz. cotton and wool shirts, per package	150
32.	100 woollen blankets, per package	125
33.	100 woollen blankets, per package	125
34.	100 woollen blankets, per package	125

No. 34.	100 woollen blankets, per package.....	$125
35.	100 woollen blankets, per package.....	125
36.	100 woollen blankets, per package.....	125
37.	100 woollen blankets, per package.....	125
52.	1,333 yds. col. cottons, per package....	200
53.	1,333 yds. col. cottons, per package....	200
54.	1,333 yds. col. cottons, per package....	200
60.	1,070 yds. ladies' dress cloth, per package	320
61.	Samples clothing and dress goods, per package	200
62.	96, more or less, gent. wear'g app'l....	325
178 63.	200, more or less, gent. wear'g app'l..	575
64.	147, more or less, emb'd hdkfs	450
65.	Emb'd gauntlet collars and cuffs, bodies, drawers, and petticoats.....	600
66.	Children's emb'd frocks, cuffs, chemisettes, habits, &c.....	600
[M. L. R.] ‡—1.	Cloth mantles, shawls, and shirts: 36 mantles, 117 shawls, 55 doz. shirts..	360
‡—2.	Checked linsey, 352 yds.; ladies' Melton jackets, 50 doz.....	170
‡—3.	317 yds., Melton cloth.....	200
4.	278 yds. Melton cloth.....	195
5.	317¼ yds. Melton cloth.....	225
6.	149 yds., plain and coating.....	145
7.	245¼ yds. plain cloth.....	150
8.	70 fancy Melton dresses..	200
9.	70 fancy Melton dresses.....	200
10.	63 fancy Melton dresses.....	180
		17,646

H. G. HEARTY,
RICH'R SWAIN,
U. S. P. Court Appraisers.

Bond of O. B. Graham & Co., taken and filed June 19, 1865.

179 UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents, that we, O. B. Graham & Co., consignees of 12 boxes linen and one box samples, as principals, and Charles Lesseps, as surety, are held and firmly bound unto the United States, libellant, in the sum of four thousand two hundred and eighty-four dollars, lawful money of the United States of America, for the payment whereof to the said U. S. or assigns we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals, hereunto affixed by us at New Orleans, this 19th day of June, one thousand eight hundred and sixty-five.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* Brig Geziana Helligonda, her tackle, apparel, and furniture, and numbered 7945 on the docket of the said court, commanding the marshal to seize and take into his possession the said brig and cargo, which has been seized accordingly, but of which certain goods have been released from said seizure and delivered to O. B. Graham & Co., the consignees and claimants thereof, by reason of the signing, sealing, and delivery of these presents, said O. B. Graham & Co. having obtained leave of court to bond said property, and filed a claim thereto, which is now of record in the clerk's office of this court.

Now the condition of the above obligation is such that if the said claimant and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void, but otherwise shall remain in full force and virtue.

O. B. GRAHAM & CO. [L. S.]
CH'S LESSEPS. [L. S.]

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Cl'k.*

[50 cts. stamp.]

180 Ch's Lesseps, the surety in the within bond, being duly sworn, says he resides in this city, and is worth the sum of $4,284 over and above all his liabilities.

(Sig.) CH'S LESSEPS.

Sworn to and subscribed before me this 19th June, 1865.
K. LOEW, *D'y Cl'k.*

Writ of release, issued 19 *June*, 1865.

United States district court, east. dist. of Louisiana.

UNITED STATES
v.
BRIG HELLIGONDA and CARGO. } No. 7945.

The President of the United States of America to the marshal of the eastern dist. of La., or his lawful deputy, greeting:

181 Whereas O. B. Graham & Co., consignees of 12 boxes of goods marked Y-G and numbered from 305 to 316, containing linen creas and a box samples, have obtained leave of court to bond the same—

You are hereby authorized to release the said boxes from seizure, and them to restore to the possession and custody of said claimants, they having given bond as required by the order of court, and otherwise complying with the rules of the court, &c., and make return hereon of your doings in the premises.

Witness the Hon. Edward H. Durell, judge of said court, at New Orl's, this 19th day of June, A. D. 1865, and the 89th year of the independence of the United States.

[SEAL.] (Sig.) K. LOEW, *D'y Cl'k.*

Marshal's return.

Rec'd, June 20th, 1865; on the same day, month, and year delivered unto the claimants, O. B. Graham & Co., the property described within, they having furnished bond conditioned as the law directs.

Ret. June 21st, 1865.

J. J. PREIS, *D'y U. S. Marshal.*

182 *Appraisement of part of cargo.—Filed June* 22, 1865.

U. S.
vs.
BRIG HELLIGONDA and CARGO. } 7945.—Appraisers' report of cargo.

OFFICE OF THE U. S. PRIZE APPR'S,
New Orleans, 21st *June*, 1865.

We, the undersigned, prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we have this day carefully examined the cargo of the brig Geziena Helligonda, and are of opinion that the actual market value or wholesale prices of the said merchandise are this day, and we do therefore appraise the same, as follows:

Marks.			Value.
[S. R.] No.	201.	9½ dz. shirts	$115
	202.	18½ dz. Crimean shirts	300
	203.	18½ " ditto	300
[S. R.] H.	11.	773 yds. Knickerbocker plaids	120
	12.	796 " ditto	120
	13.	983 " ditto	150
	14.	973 " ditto	150
183			
	15.	956 Knickerbocker shirts	150
[S. R.] F.	17.	100 dz. cotton ½ hose	200
	18.	100 " ditto	200
	19.	100 " ditto	200
[M.L.] R.	2.	352 y'ds checked winsey, 5 dz. Melton jackets	150
[J. H. S.]	1.	9½ doz. shirts	115
	2.	18½ doz. woollen shirts	250
	3.	18½ " ditto	250
[J. R.] H.	204.	18 " ditto	180
	205.	17 " ditto	250
	206.	15 " ditto	225
	207.	18 " ditto	225
	208.	18 " ditto	475

	209. 42 doz. linen collars, 14 doz. cotton shirts	$180
[G.M.H.] M.	2. 8 p's Gala plaids, 4 p's doeskins, 4 p's merino, worth	300
	1. 5 dz. woollen shirts, 35 wool shawls	180
[S.R.] M.	200. 55 p. lustres, 2,350 y'ds	500
[M.H.] R.	1. 18 dz. woollen shirts	380
	2. 17 " ditto	250
	3. 15 " ditto	225
	4. 18 " ditto	225
	6. 42 dz. linen collars, 12 dz. cotton shirts	180
[M.] G.	5. 201 dz. cotton ½ hose	600
184		
[L. & Co.]	1. 21 dozen woollen shirts	400
M. F. H.	2. 20 " ditto	350
[L.]	1. 30 reams of paper, per ream $2 50	75
C.B.&Co.	2. 30 ditto ditto	75
	3. 28 ditto ditto	70
	4. 40 ditto ditto	100
[M.] J.B.&Co.	1. 107 ass'd combs, 1 doz. $2 50	267
[L.] J.B.&Co.	601. 1 case carriage trimmings	200
A. F. B. & Co.	2,278. 3½ doz. albums ..... $50 1 doz. pocket-books .. 13 4 doz. portmonnaies . 36 2½ doz. mem. books .. 15 ½ doz. fancy pencils .. 1	115
[B.&Co.] M. L.	680. 116 gross ass'd screws	45
A. F. B. & Co.	279. 1 case cowbells, wagon, &c., scales and weight for gold and cornfaucets ...	150
[B.& Co.]	681. 1 case brass and iron wire and bolting ..	100
[B.] & Co.	682. ½ bbl. bright iron wire and wood screws	25
	683. 8 doz. bull braces	20
[L.] O.B.&Co.	3,643. 1 case, 120 gross harness buckles, &c.	100
L.H.&Co.	494 512. 19 boxes iron camp bedsteads, each $9 513 515. 3 boxes brass ditto, each $12.	
[M.] I. B.	2. 1 case, 43 dz. pocket knives	225
	3. 1 case, 98 " ditto	550
	4. 1 case, 69 " ditto	600
	5. 1 case, 30 butchers' knives	90
	6. 1 case, 13½ Japan trays and waiters ..	45
	7. 1 case, 19½ Japan trays and waiters ..	35

185	9.	1 case, 28 dozen trays and waiters	$40	
	10.	1 case, 23 " ditto	45	
	11.	1 case, 18 " ditto	40	
L. R.—M.	450.	1 case, 165 dozen fancy pocket knives	650	
	460.	1 case, 117 " ditto	450	
	470.	1 case, 24 " ditto	250	
	480.	1 case, 29 " ditto	150	
	490.	1 case, 53 " ditto	400	
	500.	1 case, 20 gross table knives	150	
	510.	1 case, 20 " ditto	150	
M. [B. & C] L.	676.	1 case, 8 doz. German door-locks	30	
	677.	1 case, 9 " ditto	35	
	678.	1 case, 9 " ditto	30	
	679.	1 case hinges, screws, &c	30	
J. E.	1.	1 case knives, forks, spoons, and razors	250	
	2.	1 case ditto ditto	225	
	3.	1 case ditto ditto	225	
	4.	1 case ditto ditto	225	
	5.	1 case ditto ditto	225	
[L.]J.B.& Co.	66.	50 doz. lamp shades	27	50
	67.	100 doz. lamp chimneys	60	
	68.	100 doz. lamp globes	100	
	81.	100 doz. lamp globes	100	
	82.	Lamp tops, screws, &c	50	
	83.	Lamp wicks and burners	20	
	84.	12 doz. bronze candlesticks	50	
	85.	Brass lamp attach'ts	20	
C. S.	4,460.	Ass'd globes, shades, &c	60	
186 [L.] B & Co.	2,000.	5 doz. decanters	25	
	2,001.	3 " ditto	30	
	2,002.	8 doz. mugs	25	
[J.H.L.]	1.	Music box	50	

H. G. HEARTT,
RICHARD SWAIN,
U. S. Prize Appraisers.

Order to appraise a music-box and child's dress, and leave to bond the same, June 27, 1863.

UNITED STATES
vs.
BRIG G. HELLIGONDA and CARGO } 7945.—In chambers.

On application of Edward Briggs, proctor for claimant, and on showing that a music-box and child's plaid dress, now in the custody of the marshal as part of the cargo of the Geziena Helligonda, is the personal property of John Ellsworth, a British subject, and that he is desirous to bond the same, it is ordered that an appraisement of

said property be made by H. G. Heartt and Rich. Swain, ap-
187 praisers, and that the said box and dress be delivered to said Ellsworth on his giving bond for the same in the amount of the appraisement.

(Sig.) E. H. DURELL, *Judge.*

Notice to appraisers.

THE UNITED STATES
vs.
BRIG G. HELLIGONDA. } 7945.

To H. G. Heartt and R. Swain:

Take notice that you have this day been appointed appraiser for the purpose of ascertaining the value of the property libelled in this case, and you are to file the report of your appraisement within the shortest possible delay.

By order of court. K. LOEW, *D'y Cl'k.*
N. O., June 27th, 1865.

(The article to be appraised is at the marshal's office.)

Service.

Rec'd, June 27th, 1865, and on same day, month, and year served a copy of the within notice on Rich. Swain, appraiser, who
188 accepted service; also for H. G. Heartt, esq., appr.

M. EGAN, *D'y U. S. Marshal.*

June 27, 1865.

Appraisement.—Filed June 27, 1865.

UNITED STATES
vs.
BRIG G. HELLIGONDA. } 7945.—Appraisers' report.

NEW ORLEANS, *June* 27, 1865.

We, the undersigned, prize appraisers of this hon. court, duly appointed and sworn, have the honor to report that we have duly examined the following goods of the prize brig Helligonda, and are of opinion that the actual market value or wholesale prices of the said merchandise are this day, and we do therefore appraise the same, as follows:

1 music-box	$50 00
1 box cont'g a suit of clothes of a small boy	25 00
	75 00

H. G. HEARTT,
RICH'D SWAIN,
U. S. Prize Appr's.

189 UNITED STATES OF AMERICA,
Eastern district of Louisiana :

Know all men by these presents, that we, John Ellsworth, claimant and owner of the music-box and child's dress, as principal, and Edward Briggs, as surety, are held and firmly bound unto the U. States, libellant, in the sum of one hundred dollars lawful money of the United States of America, for the payment whereof to the said or assigns we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our respective names and seals hereunto affixed by us, at New Orleans, this 27 day of June, one thousand eight hundred and sixty-five.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the U. S. *vs.* Brig G. Helligonda, her tackle, apparel, and furniture, and numbered 7945 on the docket of the said court, commanding the marshal to seize and take into his possession the said articles, which has been seized accordingly, but has been released from said seizure and delivered to Jno. Ellsworth, the claimant and owner thereof, by reason of the signing, sealing, and delivery of these presents, said Ellsworth having obtained leave of court to bond said property and file a claim thereto, which is now of record in the clerk's office of this court :

Now the condition of the above obligation is such, that if the said claimant and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

JOHN ELLSWORTH. [L. S.]
EDW. BRIGGS. [L. S.]
EDWARD BRIGGS.

Signed, sealed, and delivered in the presence of—
K. LOEW, *D'y Cl'k.*

190 *Appraisers' bill.—Filed July* 5, 1865.

U. S. PRIZE COMM'RS' OFFICE, APPRAISERS' DEPARTMENT,
New Orl's, June 23*d*, 1865.

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

To appraisers' office, Dr. :

June 23, 1865, for appraising, arranging, paying experts in hardware, glassware, dry goods, &c., &c., $63,381 80, at 1½ per cent..... $950 72

Considering the extent of this cargo, so various, the appraisement was very close.

The appraised value of the cargo was	$60,237 00
The sale of the cargo was	58,381 80
Difference	1,855 20

Prize comm'rs' bill.

U. S.
vs.
GEZIENA HELLIGONDA.

To U. S. prize comm'rs, ⅔ per cent on $63,581 00	$423 20

191 *Auctioneer's bills.—Filed* 11 *July*, '65.

The United States, suit No. 7945, to G. A. Hall, U. S. auct.:

To commissions on sale vessel	$25 00
To commissions on part cargo, 1 per cent. on $10,000	100 00
4–10th per cent. on $8,571 31	34 28
To advertising, Times	8 60
To advertising, Picayune	9 00
To advertising, Delta	12 00
	188 88

N. O., June 10, 1865.

The United States, suit No. 7945, to G. A. Hall, prize auct'r:

To commission on sale part cargo, 1 per cent. on $10,000	$100 00
4–10th per cent. on 12,433 50	49 73
To advertising, Times	7 50
To advertising, Picayune	9 00
To advertising, Delta	12 00
	178 23

N. O., June 16, 1865.
(E. & O. E.)

192 The United States, suit No. 7945, to G. A. Hall, U. S. prize auctioneer:

To commission on sale cargo, 10 per cent. on $10,000	$100 00
4-10 per cent. on $7,377	29 48
Advertising in Times	4 50
Advertising in Delta	6 75
Avertising in Picayune	9 00
	149 73

(E. & O. E.)
New Orl's, June 23, 1865.

Marshal's bill.—Filed July 22, '65.

United States district court, east. dist. of Louisiana.

UNITED STATES MARSHAL'S OFFICE,
N. O., July 7th, 1865.

U. S.
vs.
BRIG GEZIENA HELLIGONDA, &c. } No. 7945.

'64.		
Dec'r 19.	Going on board to seize and placing keeper	$5 00
20.	Ad. warr't, libel, order, $6, posting, 1, and C., 1,	8 00
20.	Bringing 3 men from vessel to P. com. office.	1 50
20.	Conveying same to P. prison, $1 50, bringing same to P. c't	3 00
24.	Attendance on P. com. c't, 4, taking inventory and tackle, 5	9 00
193 Dec'r 24.	Monition pub. in Era, $22 50, bringing inst. to office, $2 50	25 00
24.	Drayage on sails, p'd, $10, quarantine fees, board health	20 00
28.	Order to deliver clothing, $2, attend. of d'y to deliver, $2 50	4 50
'65.		
Jan'y 5.	Harbor master's bill, $8 96, order of court to Swain, 2	10 96
Feb'y 8.	2 notices of test., $1, 1 notice ap'g interpreter, $2	3 00
March 8.	Notice of trial, $2; 21, order to unliver cargo, $2	4 00
24.	Time and attendance to d'y to unload and store part cargo	15 00
24.	Bill of discharging clerk, 3 days' services, part cargo.	15 00
24.	Bill for hauling cargo, part to press, part to w'house	485 75
24.	Bill for discharging cargo entire, (stevedore,)	471 15
22, 23, 24.	Paid for labor on cargo into press and warehouse.	83 60
April 1.	Citation of appeal, $2; 18, orders to restore box, $2	4 00
18.	Bill of inward pilotage, bar, $36 75, bill pilot, $40	76 75
19.	Ins. in La. Mut. Ins. Co., $100 000, 2 m's, 38 Old Levee	500 00
29.	Ins. in La. Mut. Ins. Co., $100 000, 2 m's, 29 Front	187 50
May 12.	Order to restore chron'r, $2, time and attend. of d'y, $2 50	4 50
12.	Bill of L. Frigerio, care chronom	5 00

May	22.	Order to sell vessel and cargo, 2, C. for pub., 50 cts	$2 50
	25.	Notice of sale in Times, Pica., and True Delta.	45 00
	26.	Bill of disch'ing clerk, balance of cargo.	20 00
June	6 and 23.	Bill of 900 catalogues, printed on writing paper	135 00
	23.	Bill for distributing 400 catalogues in stores..	8 00
	23.	Notified 2 prize com., and prize auct	3 00
	9.	Order of court, 2, notices to app'rs, 1	3 00
	12.	Preparing for sale and attendance of vessel, hay, and iron	1 500
	12.	3 procl., 90 cts., com. on sale of vessel, $12 50.	13 40
	14.	Order to deliver vessel and sails	1 00
	15.	Storage in merchants' press, and labor	232 65
194	16.	Marshal's custody of vessel to date Dec'r 19, *to date*, $179 d's, $2 50	447 50
	23.	Attendance of sales of cargo, $15, procl. 90	15 90
	23.	Com. on sale of cargo, ½ per cent., $58,581 80.	292 90
	23.	Storage on cargo in w. h., 4 months, $496, ditto on sails, 6 m's, $60	556 00
	23.	Paid for labor to prepare for and at sales and to deliver.	158 90
	27.	Notice to appr's, $1, com. on disburs't, $69 63.	70 63
	27.	Extra clerks' services to prepare for and attend various sales	150 00
			4,112 59

Cuthbert Bullitt, U. S. marshal, being duly sworn, doth depose and say that the above bill is just and true; that the charges therein were actually necessary and incurred for the purposes therein set forth.

(Sig.) CUTHBERT BULLITT, *U. S. Marshal.*

Sworn to and subscribed before me this 14th day of July, 1865.

W. S. BENEDICT, *D'y Cl'k.*

Approved: E. H. DURELL, *Judge.*

195 *Taxation of costs, Aug. 3d, 1865.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } 7945.

Ordered and decreed that the costs, charges, and disbursements in this case be taxed, allowed, and paid as follows, viz:

District attorney, 1 per cent.	$635 81
Clerk	136 05
Clerk, add'l under prize act.	25 00
Marshal Bullitt	4,112 59

Prize com'rs, ⅔ per cent	$423 20
Appraisers, 1 per cent	635 81
Auctioneer	50 84
Piloting, 2 bills, $40 and $36 75	76 75
C. Hamburger, Dutch interpreter	25 00
R. Swain, expert for report	30 00
	6,612 05

(Extract from the minutes of 3d August, 1865.)

196 *Order to deliver certain effects, Aug. 11th, 1865.*

U. S.
vs.
BRIG G. HELLIGONDA and CARGO. } In chambers.

On motion of Ed. Briggs, proctor for claimant, it is ordered that the marshal deliver to the Rev. Abbe Fischer, claimant, seven cases, marked L. F. 2,766–72, and one box marked J. S. 1,477, containing pictures, medals, crosses, books, and private papers, part of the cargo of the brig Helligonda, excepted from the sale, and by order of this court, on his giving bond in the sum of two thousand dollars, the value of the same, and that Simon Hernsheim and Edward Briggs be accepted as securities on said bond.

E. H. DURELL, *Judge.*

197 *Agreement relative to appeal.—Filed Aug. 11th, 1865.*

UNITED STATES
vs.
BRIG GEZIENA HELLIGONDA and CARGO. } No. 7945.

It is hereby agreed that the charts of the abovenamed brig, as well as her log-book, 41 receipts, and 12 bills of lading, and register, be sent up to the Supreme Court in original, with the record of appeal.

New Orleans, Aug. 11th, 1865.

(Sig.) RUF. WAPLES, *U. S. Att'y.*
(Sig.) EDWARD BRIGGS, *for Claimant.*

198 UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents, that we, Edward Briggs, attorney for claimant of seven cases, marked L. F. and 1 box marked J. S., as principal, and S. Hernsheim, as surety, are held and firmly bound unto the United States, libellant, in the sum of two thousand dollars lawful money of the United States of America, for the payment whereof to the said United States, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents. Witness our respective names and seals, hereunto affixed by us at New Orleans, this 14th day of August, one thousand eight hundred and sixty-five.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of Louisiana, at the suit of the United States *vs.* Brig G. Helligonda, her tackle, apparel, and furniture, and cargo, and numbered 7945 on the docket of the said court, commanding the marshal to seize and take into his possession the said brig and cargo, which has been seized accordingly, but the said cases have been released from said seizure, and delivered to Edw. Briggs for the claimant and owner thereof, by reason of the signing, sealing, and delivery of these presents, said claimant having obtained leave of court to bond said property, and filed a claim thereto, which is now of record in the clerk's office of this court:

Now the condition of the above obligation is such that if the said claimant and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

EDWARD BRIGGS. [L. S.]
S. HERNSHEIM. [L. S.]

Signed, sealed, and delivered in presence of—
W. S. BENEDICT, *D'y Cl'k.*

199 District court of the United States, eastern district of Louisiana.

I certify that the foregoing one hundred and ninety-eight pages do contain and form a full and complete transcript of all the proceedings had, documents filed, and evidence adduced on the trial of the case of the United States *vs.* The Brig Geziena Helligonda and cargo, No. 7945 of the docket, with the exception of the chart of the abovenamed brig, her log-book, 41 receipts, 12 bills of lading, and her register, which under the agreement on file go to the Supreme Court in original.

In testimony whereof, I hereto set my hand and seal of court, at New Orleans, this 31st day of August, A. D. 1865, and the 90th year of the American independence.

K. LOEW, *D'y Cl'k.*

Filed November 27, 1865.

In the Supreme Court of the United States.

DECEMBER TERM, 1867.

UNITED STATES, APPELLANTS,
vs.
BRIG GEZIENA HELLIGONDA AND CARGO. } No. 58.

APPEAL FROM UNITED STATES DISTRICT COURT FOR EASTERN DISTRICT OF LOUISIANA.

THE CASE.

The Holland Brig, Geziena Helligonda, and Cargo, were captured by the U. S. S. Pembina, on the 4th of December, 1864, off Brazos Santiago, on the coast of Texas, and adjudicated in prize in the District Court at New Orleans.

The master, B. P. Jansen, interposed, on December 23, a claim on behalf of his principals, for the vessel and also on behalf of the owners of the cargo, for the merchandise on board. (Rec., p. 11.) On February 2, 1865, the Court, "for the reasons orally assigned, and which will be reduced to writing hereafter," condemned vessel and cargo "as lawful prize of war;" but, on the same day, granted a rule on the District Attorney, "to show cause why a rehearing should not be had, on the ground that the decree is contrary to law." On February 6, the Court directed a re-examination of

the master in his own tongue, and gave the captors leave to introduce further proof. (Rec., pp. 44, 45.) After such re-examination and the taking of such further proof, the Court directed, on March 15, a reargument; and, on March 25, 1865, made a decree, annulling the former judgment, dismissing the libel and restoring the vessel and cargo to the claimant, "reasonable cause of seizure being certified in the premises." (Rec., p. 53.) On March 28, the United States were allowed an appeal from this decree. (Rec., p. 53.) On April 27, the claimant prayed, and was allowed, an appeal from so much of the decision rendered on the 25th of March," as refused him damages for the capture and detention of the vessel and cargo and gave to the captors a certificate of probable cause." (Rec., p. 55.) The Court, on the same day, allowed the appeal as prayed by the claimant. The case, therefore, is before this Court upon the separate appeals of the United States and claimant.

SUMMARY OF THE FACTS OF THE VOYAGE.

There seems to be no doubt that this vessel was built and wholly owned in Holland. (Rec., p. 5.) On July 21, 1864, being in the port of Liverpool, she was chartered by the master to Messrs. A. Leighton & Co. for a voyage, as described in the charter-party, to Matamoras and back to Liverpool for a lump sum of £900. (Rec., p. 14.) She cleared from Liverpool in the early part of September, with a varied and valuable cargo, evidently designed chiefly for the Texan market, consigned by the charterers, and other houses in Liverpool engaged in commerce with the rebels, through Matamoras, to several persons and firms having houses of trade in the Mexican city, and a market for their

goods on the other side of the Rio Grande. Among these consignees we recognize the names of S. I. Redgate, S. I. Redgate & Co., Galbraith, and others, who figured in the venture which resulted in the capture of the Peterhoff. There can be no doubt that the final destination of this cargo was Texas, but whether it was to go to Texas, via *Brazos*, or via *Matamoras*, is a question of fact which must be determined under all the evidence in the record. We think the weight of the evidence shows that the purpose was to get the cargo into Texas by the way of the Brazos, if they could, but, if they could not, then to ship it through Matamoras.

We next hear of the vessel off the coast of Texas, very close to Brazos Santiago, and within the blockaded waters. Her *exact* position relatively to the Brazos, while under the *surveillance* of the blockading vessel, is not certainly defined by the evidence; but all the testimony, without conflict, show that her movements were exceedingly eccentric and suspicious, and that she was so close to the land that there was great danger of her being carried upon the shore by the current.

Captain Maxwell says, she was discovered at 10.20 a. m., bearing N. by W., and standing to the south'd, but *close in shore*, the wind being N. by E., and remaining so till evening, when it became calm. At 4:30 he sent an officer on board, who reported her as suspicious, having on board medicines, gunny cloth, iron, mules' traces, &c. (Rec., p. 10.)

The prize master says she was captured at about 6 o'clock p. m., at about *one mile from the shore*, in latitude '26, long. about 97. When *first* seen, he says, *she was steering in for the land*, and had all sails on. (Rec., p. 4.)

Paymaster Fuller, of the Pembina, the capturing vessel, says that when the brig was *first seen* she was heading down the coast to the southward, towards the Rio Grande ; that when she was *first visited* she was about a mile and a half above, up the coast, from where she was anchored at time of capture ; and that when she was captured she was about *a mile and a half or two miles* from the bar at Brazos Santiago, nearer to the land than to the bar.

Mr. Fuller further testifies, that "she was sailing with or before the wind. She was within the blockaded waters all the time I saw her. During this northerly wind she could have run out of blockaded waters at any time." (Rec., p. 50.)

The master of the prize gives substantially the same account of his position, during the time mentioned by the captors, as the witnesses just named, when he says that he was so close in when first visited by the boarding officer that he advised him to let go his anchor, stating that unless he did so he would be carried by the current in to shore. (Rec., pp. 12, 13, affidavit of master.) He mentions this suggestion of the boarding officer as an excuse for his being at anchor so close to the shore ; but he did not see that the suggestion told more strongly against him, for it shows very clearly how near the blockaded coast he must have been. The fact stated by the master as to the advice of the boarding officer, also discredits the rest of his testimony as to the distance of the brig from Brazos. It is not at all probable, if the brig was seven miles from shore, as the master says she was, there was any danger of her being carried in by the current, as he himself admits there was.

The other witnesses from the captured vessel variously state the distance of the vessel from the shore at the time of capture. John Williams (Rec., p. 8) says "she was taken when at anchor, close to the river Brazos Santiago, within 5 or 6 miles from the bar of that river. *The captain thought that Brazos belonged to Mexico;* heard the captain say so."

Certainly it is not probable that the master of so large a vessel as this brig, and with the experience of this man as a navigator, could have believed any such thing. This statement is of a piece with the master's own declaration, that he *did not know there was a blockade of the Texan coast beyond Galveston.* (See Rec., p. 6, int. 21.)

Mayer says, "she was captured 3 or 4 miles from the entrance of the river." (Rec., p. 9.)

The master further swore that he did not know the reason of the capture; and yet the next witness, a colored cook, says, with apparent intelligence, "the reason for her capture was that she was hovering on the blockaded coast" (Rec., p. 7.) Dinkela, another seaman, says, "the brig was captured in sight of land, off Brazos Santiago, about 7 miles from land." (Rec., p. 20.) This same witness also says, "we did not know that the coast of Texas was under an order of blockade." (Rec., p. 22.) Fred. A. Pot, the mate, says, "the vessel was *close to Brazos.*" (Rec., p. 18.)

All the witnesses from the captured vessel say that she was bound for Matamoras.

This is a summary of the most important testimony, on both sides, as to the position of the vessel when captured. The only other evidence in favor of claimants, in the record, is the report of the marine sur-

veyor, Capt. Swain, who seems to suppose that the current brought her into proximity to the coast, and that it is to be inferred that the master did not *intend* to run into the Brazos, because her draught of water was too great to render an attempt successful. (Rec., p. 51.) A shipmaster who supposed the Brazos was in Mexican territory, and had never heard of the blockade of the Texan coast beyond Galveston, would be very likely not to know much about the depth of water in the locality where he was found. The theory of the government is, that the master was ready and willing to make the attempt to run into the Brazos if he could, and that he was there for that purpose. Of course he meant to go to Matamoras, if he could not break the blockade at Brazos Santiago.

The most significant statement, in the testimony taken *in preparatorio*, is the one made by Williams, the cook, *that the master said he supposed that Brazos belonged to Mexico.* (Rec., p. 8.) This shows, in connection with the other circumstances of the case, very conclusively that his object was to get in, at that point, if possible. It is not to be believed that the master was, in point of fact, ignorant of the nationality of those waters; and even if he were, his ignorance would not excuse an attempt, on his part, to enter them. We say, therefore—

First point.

The vessel had deviated, when captured, with a fraudulent intent to violate the blockade of Brazos Santiago, and should have been condemned for breach of that blockade, by the court below.

This is clear, as a matter of fact, under the whole evidence. The court below should have drawn an inference of guilt from that evidence.

This master undoubtedly knew, perfectly well, that Brazos Santiago was in American territory, and that the harbor was under blockade; and if his destination had been a *bona fide* one to Matamoras, he never would have been found, with his vessel, in that locality. No sane seaman would have acted as he did, unless his object was to break the blockade. It is shown by the testimony of Fuller, (Rec., p. 50,) and, indeed, by the witnesses from the prize, that the winds were favorable, during the two days before the capture, for the vessel running out of the blockaded waters, if she desired. The master himself admits that the calm he speaks of did not occur till the first visit from the blockader, and that we know was about four o'clock in the afternoon. She was first seen at 11 o'clock a. m., and at that time, the wind being N. by E., she was standing in to the shore. (Rec., p. 10.) The wind remained N. by E. till the afternoon, when it became calm, as is stated by Capt. Maxwell. Why this hugging the coast? Why this persistency in keeping in the blockaded waters? Was this natural conduct on the part of a shipmaster, in that situation, who was looking to but one neutral port of destination? Was it not rather the conduct of a man who was seeking to find an opportunity and a place to run into a harbor on the blockaded coast?

Independently of any principle applicable to such a case, which requires a party, in that situation, to *show the innocence of his intention by clear and satisfactory evidence*, and to exonerate himself from the penalty of the law, does not the evidence, taking in all and all, establish,

to the satisfaction of any reasonable mind, that this vessel was in the locality, when she was captured, with an intention to break the blockade—not an absolute one, perhaps, but a contingent one, to be executed in case the circumstances were favorable for such an attempt. We think so, clearly, and so ask the court to decide.

Second Point.

The prize law entitles the court to presume *de jure*, that a vessel in such situation, *cy pres*, close up to the blockaded port, is there with an intention of breaking the blockade.

The cases to this effect were reviewed in the argument of counsel in the case of the ELMIRA CORNELIUS, (3 Wallace, 220,) in which a careful opinion, sustaining that doctrine, was delivered by Mr. Justice Miller.

The NEUTRALITET.—(6 Rob., 31.)

In that case, Sir William Scott said:

"It will not be necessary in the present case to lay down a general principle on this point, but I am disposed to agree to a position advanced in argument, that a belligerent is not called upon to admit that neutral vessels can innocently place themselves in a situation where they may, with impunity, break the blockade whenever they please. If the belligerent country has a right to impose a blockade, it must be justified by the necessary means of enforcing that right; and if a vessel could, under the pretence of going farther, approach, *cy pres*, close up to the blockaded port, so as to be enabled to slip in without obstruction, it would be impossible that any blockade

could be maintained. It would be no unfair rule of evidence to hold as a presumption, *de jure*, that she goes there with an intention of breaking the blockade; and if such an inference may possibly, operate with severity in particular cases, where the parties are innocent in their intention, it is a severity necessarily connected with the rules of evidence, and essential to the effectual exercise of this right of war."

This case was decided in May 9, 1805. In subquent cases, decided in the same year, Sir Wm. Scott applied the presumption he speaks of, in the cases of vessels found in immediate proximity to blockaded ports.

The first of these is the—

CHARLOTTE CHRISTINE.—(6 Rob., 101.)

This occurred in August, 1805, and was the case of neutral Danish vessel captured for breach of blockade of the Seine. She was taken off Cape La Heve, which the master had made, as alleged, simply to get a pilot for Caen. It appeared that the master had stood in, within one mile of the shore, after he perceived a pilot boat to be coming out to him. The court said, "*it is a possible thing that his intention was innocent, but the court is under the necessity of acting on a presumption which arises from such a conduct, and of inferring a criminal intention.*" Vessel and cargo was both condemned.

In October, 30, 1805, was decided, on the same rule of presumption, the GUTE ERWARTUNG, 6 Rob., 183.

This capture was made in the same waters, and while the vessel was ostensibly engaged in the same errand as the *Charlotte Christine*, taking a pilot for Caen. She

was captured about twenty miles from Havre, a blockaded port, though she was bound, as asserted, to Caen. The master said he was not going to Havre, but intended to go close under the land for the purpose of taking a pilot to her alleged port of destination. The court said: "*How can this intention be considered as innocent?* It is impossible that any blockade can be maintained, if such a practice is allowed, that a vessel, under a destination to a port not interdicted, shall be at liberty to pursue her course in such a manner as must draw the cruiser employed in that service under the range of the enemy's batteries."

A decree condemning vessel and cargo for breach of blockade of Havre, was affirmed by the Privy Council. (See 6 Rob., prefatory list of appeal cases.)

The ARTHUR. Edwards, 203. This was an American vessel, captured in the Ems, which the master had entered, as he said, to procure a pilot to the Yadhe. All the remarks of Sir Wm. Scott in this case are worthy of consideration. They bear with close application upon the case at bar. We have space for but two sentences: "In this case the fact is not denied that the ship was taken in a port which is blockaded, and, therefore, the whole burden of exonerating himself from the penal consequences lies upon the party. *He must show that he was led there by some accident, which he could not control, or by some want of information which he could not obtain.*"

The last case we cite on this point is the APOLLO, 5 Rob., 290.

This is an earlier case, by one year, than the cases

in 6 Robinson; but it is decided on substantially the same principles as those applied in the cases just recited.

The present case is a much stronger one than many of the English cases referred to, for the application of the doctrine of an absolute presumption of guilty intent under circumstances such as surrounded the vessel before the court; and there can be no doubt that Sir William Scott would have condemned this vessel without hesitation, on the state of facts disclosed by this record.

(See also the Spes & Irene, 5 Rob., 77; the Little William, 1 Acton, 141; the James Cook, Edwards, 204.)

Third Point.

The appeal of the claimants from the decree of the District Court, refusing them costs and damages, must be dismissed, on the ground of want of jurisdiction in this court to entertain that appeal.

This upon two grounds:

1st. *It was not allowed by the district court within the thirty days, from the decree, limited by law for the allowance of the appeal.*

Act June 30, 1864, (13 Stats. 310,)

This act, the prize act, in its 13th section, declares that appeals in prize cases shall be made within 30 days of the rendering of the decree appealed from, unless the court shall previously have extended the time for cause shown in the particular case.

The decree was rendered on March 25, 1865, (Rec., p. 53.) The appeal of the claimant was allowed on April 27, 1865, more than thirty days from the rendi-

tion of the decree. (Rec. p. 55.) The record does not show any order of the court extending the time, "for cause shown" or otherwise previous to the prayer for the appeal. For this reason the claimants appeal should be dismissed, as well as for a further reason.

2nd. *No citation was issued and served by the claimant as was required by law.*

The appeal of the United States was duly taken within 30 days from the rendition of the decree, and was pefected by the issuing of a proper citation. (Rec., p. 54.)

The claimant's appeal being clearly defective, and the court having no jurisdiction to decide the question of costs and damages, we deem it unnecessary to enter at length upon the question, whether the claimants are entitled to costs and damages, if the court should affirm the decree of restitution.

We think it perfectly clear, however, that—

Fourth point.

There was probable cause for the capture, if there was no ground for condemnation.

The last and best definition of "*probable cause*" is given by Mr. Justice Davis in the Isabella Thompson. (3 Wallace, 162.) And it is indisputably clear, whatever may be taken of the question of the condemnability of the vessel, that the circumstances of the case

were such as warranted a reasonable ground of suspicion that she was engaged in an unlawful enterprise. It is certainly no unfair rule, that a vessel found sailing in blockaded waters, and in immediate proximity to and directly towards a blockaded port, should be required to explain the circumstance upon an investigation in the prize court.

The presumptions are all against her. The *onus* is upon her to show that she did not intend to break the blockade. The fact of her capture in the interdicted waters is sufficient to induce condemnation, unless the innocence of intention is shown by clear and satisfactory evidence.

The cases cited, under our second point, go farther: they hold that, under the circumstances of a case like the present; there is an absolute pesumption of guilty intention. But even if the English authorities cited are not regarded as expressing the true rule of American prize law, the reasoning of those authorities renders it necessary that the claimant should, in a case like the present, be required to acquit herself of any guilty purpose in navigating within the blockaded waters, by evidence satisfactory to the prize court. The captors would have been derelict in their official duty, if they permitted such a vessel to go free. They were bound to capture her, and bring her in for adjudication. They were not to sit upon the case, in mid-ocean, and award restitution upon the doubtful and suspicious statements, not made under the sanctions of an oath, of a foreign shipmaster and his ignorant crew. The prize court was the proper place to investigate the facts of the case, and the only proper place for such an examination. It

would be an absurd and cruel exercise of power, on the part of any tribunal, to hold captors, in that situation, responsible for the result of the inquiry and examination of the prize court. (Marianna Flora, 11 Wheaton.) Indeed, if the property is restored, the restitution should be, on the condition of the payment of costs and expenses by the vessel.

Fifth point.

The decree below, restoring the vessel and cargo, should be reversed; but if that decree is affirmed, payment of costs and expenses should be decreed as a condition of restitution.

In any event the appeal of the claimant should be dismissed for want of jurisdiction.

HENRY STANBERY,
Attorney General.
J. HUBLEY ASHTON,
Special Counsel for United States.

Supreme Court of the United States.

THE UNITED STATES

vs.

THE BRIG GAZIENA HELLIGONDA AND CARGO.

PRIZE.

ANSWER TO THE ATTORNEY GENERAL'S ARGUMENT.

The Attorney General's first point (page 6) is:

"The vessel had deviated, when captured, with a fraudulent intent to violate the blockade of Brazos Santiago, and should have been condemned for a breach of blockade, by the court below."

Answer—1st. There was no deviation with a fraudulent or any other intent. There was no deviation at all, for the word implies an intentional departure. The master, in crossing the Gulf of Mexico, a distance of between five and six hundred miles, without seeing the land, and without any knowledge of the currents, for he had never been in the gulf before, made the land twenty-two miles north of his point of destination, instead of making it twenty-two miles south, or hitting the point *right in the eye.* He approached the shore near enough to ascertain, by his soundings and the appearance of the coast, whether he was north or south of his port of destination. This ascertained to the best of his ability, he ran south along the coast, how near is not certain, but he was in nine fathoms of water when he anchored. The wind died away. It became calm. He was advised by the boarding officer to anchor, for fear the current would sweep him in towards the shore. He did so in presence of the capturing vessel and in sight of the vessels lying in the roadstead off the mouth of the Rio Grande He was captured while at anchor. The master's offense hath this extent; no more. (See Captain Swain's satisfactory statement on this subject, Record, page 50–1.) But "why this hugging the coast? Why this persistency in keeping in blockaded waters?" inquires the Attorney General. But, I inquire, why not hug the coast? Why not keep in what the Attorney General is pleased to denominate "blockaded waters?" He steered straight towards the mouth of the Rio Grande, the point of destination, from the time he was first seen to the time he

came to anchor. Had he steered more out to sea, had he not hugged the coast, had he not kept in these sacred, consecrated "blockaded waters," when his point of destination required him to do so, and the wind permitted it, he might have been very properly accused of deviating, and "hovering" on the coast, with a fraudulent intent to slip in, and so break the blockade.

The fact of the existence of a two or three knot current is proved by Paymaster Fuller, page 50. But he does not say in what direction it was running. We say it was running to the northward and westward. He says: "For two days previous to the capture there had been a heavy northerly wind. During this northerly wind she could have run out of the blockaded waters." She was not in what he calls "blockaded waters" *two* days. He says the weather was *light;* we say it was *calm.*

It is quite sufficient for the advocates of claimants in prize cases in this court to encounter the solid ability of the Assistant Attorney General, and his wonderful ingenuity in argument, without being obliged to correct his statements and omissions of statements of the testimony. His brief, in this case, cannot be trusted in this particular. At page 3 of his brief, he invokes the *ex parte* affidavit of Ensign Ch. L. Crandall, prize-master, to prove that when the vessel was first seen she was "*steering in for the land.*" On the same page he invokes the letter of Captain Maxwell, commanding the "Pembina," addressed to the "Judge of the District Court New Orleans, Louisiana," to prove that she was standing to the *southward*, but *close in shore.* Neither the affidavit nor the letter are admissible or proper evidence. The only evidence there is on the point is that of paymaster Fuller, (Record, page 10,) who says: "When the vessel was *first seen* she was heading *down the coast to the southward*, towards the Rio Grande."

Answer—2d. The captain had no intention to break blockade at Brazos Santiago; 1st. His vessel drew too much water to enter there. There is no good anchorage outside. This his chart and books of navigation told him. There were no pilots there, nor lighters. He might not have known whether Brazos Santiago belonged to Texas or Mexico, nor did his duty require him to know; but he did know that there was a physical impossibility of getting his vessel in there, and that there was no safe anchorage outside.

2d. Neither he nor the owners of his vessel and cargo had any motive to break blockade. The object of the voyage would be better accomplished by landing the goods in Matamoras, a large commercial town, than it possibly could have

been by landing them at the little hamlet of Santiago, half environed, as it is, in a barren region of uncultivated sand.

3d. The captain had a strong motive not to attempt to break the blockade. The act would affect his good standing as a shipmaster at home, and, if unsuccessful in the attempt, would greatly damage his interest. He says, page 48, "I own half of the vessel; my mother one-fourth; the other fourth is owned by a gentleman in Holland, named Hoen." There is no evidence of any insurance against capture. At page 49 he says: "I have always lived in Holland, in one place, as my great-grandfather did before me. The Holland people would not permit a Holland man to go into a contraband trade. I actually know nothing that leads me to think the cargo was not destined to Matamoras. I took the cargo with that understanding, and would not engage in any contraband trade." His pecuniary interest required him to make the voyage to Matamoras, according to his charter-party. His freight, by the charter-party, was to be £900 for the voyage out and back, £300 to be paid before starting, and £600 on the delivery of his return cargo in Liverpool, less his ordinary disbursements abroad. (See charter-party, page 15.)

Answer—3d. If this vessel and cargo were not destinated to Matamoras but destined to break the blockade, then every paper in the case is simulated and false, and every witness examined on the standing interrogatories has committed perjury.

The Attorney General's second point is—

"The prize law entitles the court to presume *de jure* that a vessel in such a situation, *cy pres*, close up to the blockaded port, is there with an intention of breaking blockade."

If this proposition means that a court may rightfully condemn a vessel simply on the ground of her being in close proximity to a blockaded port, without regard to any explanation that may be given, or the other facts in the case, then, in my judgment, it is not law, never has been, and never will be as long as maritime nations at peace are powerful enough to vindicate by arms or otherwise the just rights of neutral commerce. Such a doctrine is monstrous. The authorities do not sustain it. In every one of the cases cited, where the vessel had approached the blockaded port, and condemnation had followed, the approach was found to have been *voluntary* and without sufficient reason, or there were some other unexplained and suspicious circumstances in the case satisfying the mind of the court of the truth of the fact that there was, in point of fact, an *intention* to break blockade. No intelligent or honest court ever confiscated or forfeited the property of any person not a public enemy without being satisfied

upon full consideration of all the proofs in the case—not a part, but all—that the individual was guilty of an offence—a crime—a violation of some law which called for the forfeiture as the appropriate penalty. Crime consists of *intention* as well as act, or a "*cy pres*" position.

I admit that a voluntary deviation and approach to a blockaded port which it is possible for a vessel to enter, raise a powerful presumption of a guilty purpose to do so which it may be very difficult for the party satisfactorily to rebut; and unless rebutted by other evidence which the party may be able, and which he must be permitted to adduce, condemnation must follow. But why should condemnation follow? Not because of the vessel's approach to a blockaded port, for that is innocent enough *per se;* but because of such approach, *coupled with a guilty intention* to enter, proved by the evidence.

In this connection I beg leave to say that the use of the terms "blockaded waters." and "interdicted waters," when applied to the open sea, which at first got into a carelessly written opinion of Sir William Scott, is calculated to introduce uncertainty and vagueness into the law.

In all becoming modesty, I must be permitted to say that, in my judgment, there is no such thing known in the law as "blockaded waters," or "interdicted waters," in the open ocean. It is the port inside—the shore—the enemy that is blockaded, not the outside waters. It is trade and commerce with the enemy on shore or in port that is interdicted. I take it that a neutral vessel, with a neutral cargo and an innocent intention, may navigate every part of the open ocean, or anchor therein, without justly or legally incurring any penalty of either condemnation or costs for being in what the belligerent may please to denominate "blockaded waters," or "interdicted waters." Where does the belligerent get the authority to "interdict," to an honest, neutral trader, the free use of any part of the open sea?

ANSWER TO THE ATTORNEY GENERAL'S THIRD POINT.

It is a case for costs and damages, and the appeal was in time. The judgment or decree was *signed* on the 30th March, 1865, (page 53.) The claimant's appeal was allowed on the 27th April, 1865, (page 55,) within thirty days. No citation was necessary. The appeal was taken and allowed in open court, at the term in which it was rendered. Besides, the district attorney had notice of the appeal, and stipulated for a return of the log-book and other papers in the original, (page 79.)

WILLIAM MARVIN,
Advocate.



Supreme Court of the United States.

The United States *vs.* The Brig Geziena Helligonda and Cargo, Bernardus Peter Jansen, Master and Claimant.	*Prize.*	*No.* 207.

This vessel, a Dutch brig, of the burthen of 132 tons, English measure, Bernardus Peter Jansen, master, was chartered at Liverpool on the 21st day of July, 1864, by Messrs. A. Leighton & Co., of Liverpool, for a voyage to Matamoras and back to Liverpool, for the lump sum of £900. She sailed from Liverpool on the voyage about the 8th of September, 1864, laden with a general cargo, consisting of a great variety of articles, enumerated in the manifest, none of which are contraband of war, and was captured on the voyage, by the U. S. Steamer Pembina, off the mouth of the River Brazos Santiago, a few miles to the northward of the mouth of the Rio Grande, and in sight of the vessels lying there, and was carried to New-Orleans for adjudication.

It appears from the letter of Captain Maxwell, the commanding officer of the Pembina, (page 10,) that the brig was discovered at 10.20 A. M., bearing N. by W. from where the Pembina then was. The brig was standing to the southward, close in shore, the wind being N. by E., and remaining so until evening, when it became calm. At 4.30 the captain of the Pembina sent Acting Ensign Charles S. Crandall to

overhaul the brig. On his return the ensign reported her to be suspicious, having an assorted cargo consisting of medicines, gunny cloth, iron, cloth, mules' traces, &c. The captain of the Pembina thereupon captured her.

Point I.

The reasons assigned by Captain Maxwell for the capture are wholly insufficient in law to justify the capture and detention, and the claimant is entitled to a decree restoring the ship and cargo, and a decree in his favor for costs and damages sustained by reason of the capture and detention.

The having on board medicines, gunny cloth, iron and mules' traces is no reasonable ground of suspicion whatever, either that the property was enemy's property, or that the vessel was engaged in breaking the blockade or in carrying contraband of war to the enemy. Nor does the position of the vessel when first discovered, or when captured, afford any reasonable ground of suspicion either that the property was enemy's property, or that the master intended to break the blockade or carry contraband of war to the enemy. The manifest, bills of lading, and indeed every paper on board, showed the property in ship and cargo to be neutral, and that they were bound to a neutral port. The vessel was standing on her course, close in shore, approaching the roadstead of Matamoras, where the vessel was bound to. The vessel had passed the mouth of the Santiago Brazos, where it was impossible for the vessel to enter on account of her too great draft of water. Nor could the master land the cargo off the coast of Texas, in sight of all the American cruisers, if he had been so disposed. But there is not the slightest evidence of any such disposition. The charter-party showed that the voyage was to Matamoras and back to Liverpool, and the freight stipulated to be paid by the charterers is quite inadequate in amount to compensate the master or owners of the vessel for running any risk by breaking blockade.

Point II.

The depositions of the witnesses taken *in preparatorio*, and the papers of the vessel brought into court, disclose no reasonable ground of capture. The depositions appear to have been imperfectly taken by an inexperienced commissioner; but they show conclusively that the vessel and cargo were bound to Matamoras.

The master says, (page 9,) that he was born in Holland, and resides there; that the vessel sailed under Holland colors; that one-half the vessel belongs to him, one-quarter to his mother, and one-quarter to Young Joon, in Holland. They appointed him captain six years ago. The vessel was built in Holland. The crew were seven men, all told, three Dutchmen, besides himself, one African, one Englishman and one Irishman. The vessel was bound from Liverpool to Matamoras and back to Liverpool. When captured she was steering towards Matamoras. Does not know the reasons why she was captured. The captain's answer to the 19th interrogatory, as amended by leave of the court, (see pages 12, 13 and 14,) states, "that he," the captain, "anchored in the place where he was captured at the suggestion of the boarding officer of the Pembina, who told deponent that unless he did so he would be carried by the current in shore, there being no wind to enable him to stem the current then running in that direction."

John Williams, an African and cook on board, says, (page 7,) the vessel was bound to Matamoras. The vessel was taken when at anchor, close to the River Brazos Santiago. We had hoisted our colors for a pilot. When first pursued we were steering for Matamoras; when captured, we were at anchor; no alteration was made during the voyage of her course to any other port.

Hendrick Willem Meyer. (Page 9.) The vessel was

bound to Matamoras. The voyage began at Liverpool and was to end at Matamoras.

Frederick A. Pot, mate of the vessel, testifies, (pages 18, 19,) that at the time of the seizure the vessel was bound to Matamoras. The voyage began at Liverpool and was to have ended at Liverpool. He believes the owner of the cargo to be Mr. Leighton, the person who chartered the vessel. Never intended to run any blockade. Was bound at the time of the capture to Matamoras. The vessel's course had never been changed from the direct course to Matamoras. The vessel was south southwest of Brazos when captured.

Poelof H. Dinkela, the second mate, testifies: "That the vessel was captured in sight of land, off Brazos Santiago, about seven miles from land. We were steering southeast by south for Matamoras, when a boat from the U. S. steamer Pembina came alongside, and the officer in charge came on board and asked to see our papers, which he said were all correct. After he had examined them he then left us, and on leaving, recommended us to drop anchor, as the wind had died away and the current would set us in on shore, which we did, and we lay there two hours, when another boat from the same steamer boarded us, and gave orders that the first mate and two seamen go on board the gunboat, which was done. Seven men and two officers from the gunboat were sent on board the brig, with orders to take her to New-Orleans. The brig was bound to Matamoras when captured. The voyage began at Liverpool and was to end at Liverpool."-

The manifest, bills of lading, clearance, and all the papers on board show that the vessel and cargo were bound to Matamoras.

Now, on this testimony the claimant was entitled to a decree of restitution, with costs and damages. But the court below pronounced a decree of condemnation of ship and cargo. (See decree, page 44.) On a subsequent day the court granted a rehearing, and ordered Captain Jansen to

be re-examined in his own tongue, by the Prize Commissioner, on the standing interrogatories, (see order, page 44, at bottom,) and also granted leave to the captors to supply further testimony. The court also appointed Richard Swain, as an expert, to mark down upon the chart, from the entries in the log-book, the course of the captured vessel, commencing at the 85th degree of longitude and ending at the point of capture, and report the same. (Page 45.)

The captain was re-examined on the standing interrogatories. (See his testimony in full, pages 46, 47, 48, 49.)

The further testimony on the part of the captors consists of the deposition of Walter Fuller, who was paymaster on board the Pembina. (Page 50.) He says: "The vessel, when captured, was about a mile and a half or two miles from the bar at Brazos Santiago, nearer to the land than to the bar." "When the vessel was first seen she was heading down the coast to the southward, towards the Rio Grande." "She was within the blockaded waters all the time I saw her." "The vessel, when captured, was in about five fathoms water." "There was a current of about two or three knots." He does not state whether the wind had died away and there was a calm or not at the time and just before the capture.

Captain Swain, the expert, after examining the log-book, reports that the vessel, after entering the Gulf of Mexico, first encountered a current which set the vessel to the southward, and that afterwards, and during the last two days, the current set the vessel twenty-two miles to the northwest, which brought the vessel to the northward of the port of destination, which was apparently Matamoras. He says, "I find nothing in the log-book to indicate that they were bound to any port in Texas, and, in fact, there is only one port in Texas which a vessel of her draught of water (eleven feet) could get into, which is Galveston." "A more correct log," he observes, "he had never seen kept on board of a vessel." (See the report, page 51.)

In obedience to an order of the court, the marshal, on the 21st March, 1865, proceeded to discharge the cargo, with a

view to ascertain and report its character. He reported the cargo to consist of bar iron, bales of India bagging, bales of Liverpool pressed hay, a large number of cases of various descriptions of dry goods, boxes of various kinds of wine, barrels of bottled ale, bales of blankets, packages of hardware, boxes of iron bedsteads, casks of trace chains. Bales of hay and bagging were opened, and found to contain nothing but what was represented by the outside of the package, and a number of boxes were opened with the same result. (See the report, page 52.)

On the 30th of March, 1865, the court pronounced its decree, " ordering the libel to be dismissed, and the vessel and cargo restored to the claimant, reasonable causes of seizure being certified in the premises." From this decree the District Attorney appealed. The claimant also appealed from so much of the decree as refused to the claimant damages for the unlawful capture and detention of the brig and cargo, and gave to the captors a certificate of probable cause. (See the decree, page 53, the order granting the District Attorney an appeal, pages 53–4, the claimant's petition of appeal and allowance, page 55.

The cause is before the court on both appeals in the same transcript of the record.

Point III.

There was no probable cause of capture either known to the captors at the time of their making the capture or subsequently discovered by them, either in the depositions *in preparatorio*, or in the papers found on board the vessel, or produced by them under the order allowing them to make further proof, unless it be said that the simple fact alone that the vessel, in coming in from the sea, made the land a few miles to the northward of the port she was bound to, and so was found on the blockaded coast of Texas, but without any intention of landing her cargo on that coast or elsewhere

than in the port of Matamoras. The vessel being, in what the paymaster of the Pembina calls "blockaded waters," without any guilty purpose of breaking blockade, or carrying contraband to the enemy, is no cause of capture. The vessel had been carried a few miles out of her way by the currents. Matamoras, the port of destination, was not blockaded, and the vessel was not carrying contraband of war to the enemy.

Point IV.

The claimant is entitled to a decree restoring the ship and cargo, with costs and expenses incurred in and about the defence of these proceedings, and to damages sustained by reason of the capture and detention. The decree dismissing the libel and restoring the ship and cargo ought to be affirmed, and the cause remanded to the court below to ascertain and assess the damages.

Wm. Marvin,

Counsel for Claimant.

In the Supreme Court of the United States.

DECEMBER TERM, 1867.

UNITED STATES, APPELLANTS,
vs.
SCHOONER SEA WITCH AND CARGO.
No. 57.

Appeal from the District Court for the Eastern District of Louisiana.

THE CASE.

The schooner Sea Witch, with a cargo of coffee and drugs, was captured by the U. S. S. Metacomet, Lt. Commander James E. Jewett commanding, on the 31st of December, 1864, off the blockaded coast of Texas, and brought into New Orleans for adjudication as prize of war.

On January 30, 1865, a claim for vessel and cargo was interposed by the master, P. Jaureguiberry, on behalf of his "principals; the owners of the schooner Sea Witch, her tackle, &c., and cargo," averring that the schooner and cargo did belong prior to and at the time of capture, and still does belong, and if restored, will belong to neutral subjects of Great Britain and the Queen of Spain. (Rec., p. 24.) This claim, it will be perceived, does not name the respective owners of vessel and cargo; nor does it negative the existence of any hostile interest therein.

Loose and irregular as the practice at New Orleans in these prize cases seems to have been, with the toleration of the court, this is the first case in which a master, claiming on behalf of the owners of vessel and cargo, has failed to mention and *name* those

owners respectively. It is inconceivable how any court, possessing the most ordinary intelligence, and with the slightest experience, could have permitted a paper so informal and insufficient as the present claim and affidavit to go upon its record.

On March 25, 1865, the court dismissed the libel and restored vessel and cargo to the claimant, "reasonable cause of seizure being certified in the premises." (See decree, Rec., p. 27.)

On the 28th March, the district attorney prayed, and, on April 1st, was allowed, an appeal from the decree dismissing the libel and restoring the property. (Rec., p. 27.) And, on April 27, 1865, the claimant prayed an appeal from so much of the decree of March 25, as refused to him damages for the capture of the vessel and cargo and gave to the captors a certificate of probable cause. (Rec, p. 29.) This application, on the same day, the court granted. (Rec., p. 29.)

One record embraces the two appeals.

THE VOYAGE.

The facts of the case are few and simple, and they conclusively show that the voyage, ostensibly from Vera Cruz to New Orleans, was in truth and fact a voyage from Vera Cruz to Galveston, for the purpose of introducing into that blockaded port a cargo of coffee and drugs. The vessel was registered at Vera Cruz, on October 12, 1864, by the British consul, in the name of T. W. Fell, of London, as owner. (Rec., p. 14.) The master states how he supposes Fell, an Englishman, became her owner, in his answer to the 10th interrogatory: "I have known the vessel nearly ten years. She is American built. The French took her about two years ago, and armed her with a gun; about three months ago the French consul at Vera Cruz sold her at public sale, and Mr. Fell bought her and named her the Sea Witch." (Rec., p. 5.)

On November 3, 1864, the United States vice-consul at Vera Cruz licensed her, under the President's proclamation and the regulations of the Treasury Department, of May 12, 1862, for a voyage to New Orleans. (Rec., p. 15.)

The cargo on board at the granting of this license, as appears

from the bill of lading and the master's testimony, was eleven cases of medicines and two hundred and fifty bags of coffee. (Rec., p. 18 and p. 6.) The master says this cargo was owned by A. Somohano & Co., Spanish merchants living at Vera Cruz, and was consigned, for their account, to Mr. Farino or Messrs. Cranmer & Co., of New Orleans. By the bill of lading, (which does not stipulate, as will be perceived, for the payment of any freight,) the consignment is to D. F. Farrington, and the Spanish letter of advice is addressed to Sr. D. J. Farrington, New Orleans. (Rec., p. 21.) The master says the consignor, Somohano, put him in as captain. (Rec., p. 5.) This fact, and the character of the bill of lading, show pretty conclusively that the vessel and cargo were of the same ownership. With this cargo, and a crew of ten men, (a very unusual number for a vessel of one hundred tons,) the Sea Witch sailed from Vera Cruz on November 16, 1864. (Rec., p. 6, 23.)

The master says that *twenty-four hours* after he left Vera Cruz his vessel was half *full* of water, and that he put into Tuspan in distress. (Rec., p. 6.) We find he entered Tuspan on the 26th November, ten days after he left Vera Cruz. He says that at Tuspan he put the cargo in the custom-house, and calked the vessel at the navy-yard, and that after calking her he put the cargo on board, when the bales broke, and the coffee was placed in new sacks. (Rec., p. 6.)

She appears to have left Tuspan on December 20, 1864, (Rec., p. 17,) and proceeded on her voyage up the coast. The master's account of the subsequent events is this: "At the time the vessel was captured she was making for Vera Cruz, as I have already stated; she left Vera Cruz and put into Tuspan in distress. After repairing at Tuspan, the schooner was at sea several days, when I got heavy seas and heavy north winds, and I found I could not continue my voyage; so I *turned back to Vera Cruz*, and was captured *on my way to Vera Cruz*, as I have already stated." (Rec., p. 7.) In answer to a previous interrogatory he said: "At the time of the capture I was going with a gale—a wind S. S. E.—with the intention of going to Vera Cruz. I thought the vessel would not live on the sea. The voyage

began at Vera Cruz, and was to have continued to New Orleans, and thence back to Vera Cruz, but owing to the bad weather I found I could not live on the sea, so I turned back to Vera Cruz." (Rec., p. 5.) None of the other witnesses say anything about the vessel turning back for Vera Cruz. The master's statement is one of those nautical fictions we often encounter in the testimony of blockade runners, as we will presently show.

The master says the capture occurred in latitude 27° 7′ N., and longitude 93° 40′ W.t, and 142 miles from shore. (Rec., p. 5.) The prizemaster, in his affidavit, says she was captured in latitude 27° 16′ N., and longitude 93° 59′ N., about *seventy-six miles* S. S. E. from Galveston, Texas. The distance of the vessel from land, stated by the prizemaster, is manifestly, according to his own placing of the vessel, a mistake.

With the latitude and longitude that he gives, she was, as we discover by actual measurement, one hundred and thirty-three miles from Galveston and one hundred and twenty-four miles from the nearest land. With this correction, the statements of the captain of the prize and the prizemaster, as to the latitude and longitude of the place of capture, substantially agree. The log-book gives the latitude and longitude, at 5 o'clock p. m. on the 31st of December, the day of the capture, thus: *latitude* 27° 07′, *longitude* 93° 40′.

FIRST POINT.

The facts of the voyage conclusively show that the vessel was guilty of a wilful deviation, with the intention of violating the blockade of Galveston.

In other words, her professed destination to New Orleans was a mere cover for a voyage to Galveston, or some neighboring port on the coast of Texas. This is clear, upon the nautical facts of the case, to a demonstration. The surprise is, how any court of admiralty could hesitate for a moment to condemn. Every artifice of the blockade-runner was resorted to to cover and conceal

the real purpose of the voyage. Fabrication of papers, careful attempts to simulate distress, alterations and omissions in the log-book, and all the other ordinary indiciae of an unlawful venture to a blockaded coast are discovered in this case. This court has never had before it a case in which the guilty purpose was so manifest, and covered by so transparent a veil of nautical simulation and falsehood.

1. Let us look into the *log-book*. A translation of it has been sent up with the record. This log-book is not wholly trustworthy. Many of the entries were evidently made in anticipation of capture.

On Tuesday, the 27TH OF DECEMBER, the deviation from the professed course of the vessel began. She was in latitude 27° 01′, longitude 95° 42′. There was an average *west* wind—such a wind as any seaman, bound for New Orleans, would have desired. But this navigator kept close-hauled by the wind. He clings to the shore. The course of the vessel, instead of being N. E., with a four-point free wind, is N. by W. and N., in the direction of Galveston. Thus, on the 27th, he clearly declares his purpose not to go to New Orleans. He is bent upon Galveston.

On the 28TH the wind is still fair, but he keeps close-hauled by the wind. Towards midnight he steers more to the east. It is probable that after 10 o'clock at night the wind changed more to the northward. The course of the wind, after 10 o'clock of the night of the 28th, is not mentioned in the log, and for fourteen hours of this day the "distance run" is not stated. During the 28th, therefore, there is no abandonment of the purpose declared on the 27th, but it is steadily pursued.

On the 29TH the wind is N. N. W., which is still fair for New Orleans; but she steers close by the wind. The showing in the log does not indicate bad weather, as the schooner was under double-reefed sails—mainsail, foresail, and jib. For the whole of this day no "distance run" is marked.

On the 30TH the wind is S. W., a most favorable one for New Orleans; but this master keeps steering to the *north, until*

2. The above remarks are conclusive of the case; but we mention one or two other circumstances which corroborate and support the view just stated. There was a studied effort made by these parties to make it appear that the schooner was in a condition of distress, from the outset of the voyage, with the view of excusing the fact of her proximity to the coast. The captain says, that twenty-four hours after leaving Vera Cruz his vessel was "*half full of water.*" If this had been true, all the cargo would have been damaged. We find, however, on the contrary, by the sales at New Orleans, that but 36 bags of the coffee (out of 235 packages) were damaged, and the damage to them was but slight, as they sold for 5¼ cents per pound less than the best. (Rec., p. 34.) Most of the medicines would have been totally ruined had the vessel been "half full of water" from the 16th of November, when she left Vera Cruz, to the 26th, when she reached Tuspan. It will be observed that, according to the master's testimony, she was ten days on the ocean "half full of water;" and yet the medicines on board are not injured, and the coffee but slightly damaged. Why she did not return to Vera Cruz is also unexplained.

Again, it may be observed that the number of men on board this schooner indicates that she was a blockade runner. She had ten men on board; and it is well known that eight men are a full compliment of hands for a large coasting schooner of 400 tons.

The character of the cargo is a further fact which tends to show that she was intended to run the blockade. Coffee was much higher in Vera Cruz than at New Orleans at this date; and as for the drugs, it was "carrying coals to Newcastle," to ship them to New Orleans.

It is apparent that the vessel and cargo were of the same ownership, although the documents on board make it appear as if they were of separate ownership. The entire interest was probably owned by the owners of the cargo, who were represented by the master of the vessel, they having, as he admits, put him on board as captain; and the blockade-breaking voyage was thus, doubtless, undertaken for their benefit, and under their auspices.

SECOND POINT.

The claimant's appeal from the decree of the district court, refusing costs and damages, must be dismissed as well upon the merits as upon the ground that it was not allowed within 30 days from the rendition of the decree.

The prize act of June 30, 1864.—13 Stats., 310.

The decree here was on March 25, 1865, and the claimants appeal was not taken till April 27, 1865.—Rec. p. 29.

THIRD POINT.

The decree of the district court restoring vessel and cargo should be reversed and the cause remanded, with directions to the court below to enter a decree of condemnation against vesel and cargo.

HENRY STANBERY,
Attorney General.
J. HUBLEY ASHTON,
Special Counsel for United States.

APPENDIX.

SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, 1867.

THE UNITED STATES, APPELLANTS,
vs.
THE SCHOONER SEA WITCH AND CARGO. } No. 57.

EXTRACT FROM TRANSLATION OF LOG BOOK.

Saturday the 24th to Sunday the 25th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	....	.....	.....	.....	Variation, NE. 9°.
2	....	.....	.....	.....	Cloudy weather; very scant baffling SE. wind during all the afternoon. At 9 o'clock p. m. light SE. by E. wind; at midnight it fell calm. At 5 o'clock a. m. baffling E. wind; at 9 o'clock a. m. fresh E.NE. wind; steering all sails set. At 10 o'clock, S.SE. wind, we steered N.NW. to get a little near the west and the north, on account of the frequency of the NW. and W.NW. winds during this season.
3	....	.....	.....	.....	
4	....	.....	.....	.....	
5	....	.....	.....	.....	
6	....	.....	.....	.....	
7	....	.....	.....	.....	
8	....	.....	.....	.....	
9	1	SE. by E .	NE. by N..	2-4 L.	
10	1	.... do	.... do	.....	
11	1	.... do	.... do	.....	
12	....	Calm	.....	.....	No meridian observation effected. The pumps were freed every four hours, and the sea fell calm.
1	....	.....	.....	.....	
2	....	.....	.....	.....	
3	....	.....	.....	.....	
4	....	.....	.....	.....	
5	1	E. by S ...	NE. by N..	2-4 L.	
6	1.5	.....	.....	.....	
7	1	.....	.....	.....	
8	1.5	.....	.....	.....	
9	5	E.NE	North	0°	
10	5.5	S.SE.....	N.NW	0° L.	
11	5.5	.....	.....	.....	
12	5.5	.....	.....	.....	

N.	S.	E.	W.		°		° ′ ″
3.0	....	1.1	....	Depart. lat., N..	23.15	Long. depart., W ..	96 39 0
3.7	....	1.5	....	Diff'ce, N	32	Diff'ce	00 00 0
4.9	....	1.0	....				
20.6	....	....	3.6	Arrived lat., N..	23.47	Long. arrived, W ..	96 39 0
				Amt.....	47.02		
32.2	....	3.6	3.6	½ amt.....	23.31		

Sunday the 25th to Monday the 26th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	3	E. by S ...	NE. by N .	3-4 L.	Variation, NE. 9°.
2	5	....do	....do	. do..	During these 24 hours we have had calm
3	0	Calm	.....	.....	weather and winds more or less strong and
4	2	NE. by E..	N. by W ..	2-4 L.	changeable. The fore-topsail, being torn,
5	1.5	East	N.NE	2-4 L.	has been unbent, and a spare one bent in-
6	2.5	SE. by S..	NE. by N .	2-4 L.	stead.
7	1.5	S.SE	NE. by E..	°	Pumps constantly attended to by the watch.
8	1.5	Calm	.....	.....	
9	....	....do	.....	.....	
10	....	....do	.....	.....	
11	....	....do	.....	.....	
12	....	....do	.....	.....	
1	....	Calm	.....	.....	
2	....	....do	.....	.....	
3	....	....do	.....	.....	
4	....	....do	.....	.....	
5	....	Calm.....	.....	.....	
6	....	....do	.....	.....	
7	....	....do	.....	.....	
8	....	....do	.....	.....	
9	2	NE. by E..	N. by W ..	2-4 L.	
10	3	....do	....do	.....	
11	4.5	....do	....do	.....	
12	5.0	....do	....do	.....	

N.	S.	E.	W.		°		° ′ ″
7.8	0	1.5	....	Depart. lat., N..	23.47	Depart. long., W..	96 39 0
1.8	....	....	1.0	Arrived lat., N..	24.05	Diff ce.....	1 3
1.4	0	0.5	....				
2.4	....	1.0	....	Diff'ce, N	18	Arrived long., W..	96 40 3
1.4	0	2.6	....		47.52		
13.2	0	....	5.9	½ parallel.....	23.56		
28.0	0	5.6	6.9				
			5.6				
			1.3				

Monday the 26th to Tuesday the 27th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	6	W.SW . ..	NW.....	2-4 S.	Variation, NE. 9°.
2	6	....do	N.NE	°	It began sky very dark, fresh W.SW. wind, and hollow sea. The topgallant-sail and fore-staysail were furled, and two reef bounds to the foresails made in, and one taken in the mainsail. Steering to windward as much as possible, so as to be ready to try, and to lose less eastward, the vessel being very leeward when trying; and considering, after the examination of her bottom in Tuspan, that it cannot be long before she will leak considerably, we have all decided, the captain and crew, by mutual agreement, that we will not keep off the coast, so that in case of need we may enter the nearest port, provided said port be open to lawful navigation trade.
3	6	....do	....do	"	
4	6	....do	....do	"	
5	7	West.....	N. by W ..	2½ S.	
6	7	.....	.....	.....	
7	7	.....	.....	.....	
8	7	.....	.....	.....	
9	7	....do	N. by W ..	2-4 S.	
10	7	W.NW . ..	....do	.....	
11	7	....do	North	2-4 S.	
12	7	.....	....do	.....	
1	7	West.....	North	00	
2	7	.....	....do	.....	
3	7	.....	....do	.....	
4	7	....do	....do	00	
5	7	.....	North	.....	
6	7	.....	....do	.....	
7	7	.....	....do	.....	
8	7	....do	....do	.....	
9	6	W.NW . ..	N. by E...	1½ S.	
10	6.5	....do	....do	"	
11	6	....do	....do	"	
12	6.5	....do	....do	"	

N.	S.	E.	W.		°		° ′
5. 6	00	00	1. 6	Depart. lat., N..	24. 05	Dep. long., W	96 40
15. 3	....	9. 5	....	Arrived lat., N..	27. 01	Diff ce, E	58
26. 4	....	9. 6	....				
13. 2	....	5. 0	....	Diff ce, N	2. 56	Arrived long., W....	95 42
13. 0	....	5. 5	....		51. 06		
27. 6	....	4. 6	....	½.....	25. 33		
27. 6	....	4. 6	....				
21. 2	....	13. 4	....				
149. 9	....	52. 2	....				
		1. 6					
		50. 6					

Tuesday the 27th to Wednesday the 28th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	7	W. by N ..	N. by E...	1-4 S.	Variation, NE. 9°.
2	6	....do	....do	. do..	This day's run began with a fresh wind of the
3	5.5	....do	....do	. do..	4th quadrant, with appearances of settling
4	6.0	W.NW . ..	North	1-4 S.	north at 5 o'clock. At 5.30 o'clock a vessel
5	5.0	W.NW . ..	North	. do..	in sight hoisted her flag and fired a gun.
6	2.0	....do	East	4-4	Recognizing her to be a man-of-war by that
7	2.0	....do	....do	4-4	signal, we hoisted our colors and lyed to.
8	3.0	NW	N.NE	2-4	At 6 o'clock an American boat boarded us,
9	....	N.NW	NE	2-4	and two officers examined the vessel's papers,
10	....	.....	....do	. do..	and also the cargo under deck, and ordered
11	....	.....	East	2-4	the captain of the schooner Sea Witch on
12	....	.....	....do	. do..	board the war steamer with his papers,
1	....	.....	East	2-4	which were verified by the commander of
2	....	.....	....do	. do..	said steamer; and after having examined
3	....	.....	NE	2-4	them, the commander of the steamer handed
4	....	.....	....do	. do..	them back to the captain of the schooner,
5	....	.....	E.NE	4-4 S.	declaring that he was well cleared before the
6	....	.....	....do	. do..	U. S. consul at Vera Cruz, and that he might
7	....	.....	....do	. do..	follow his course. At 7.30 o'clock we made
8	....	.....	....do	. do..	sail under NW. wind; at 9 o'clock p. m. it
9	....	.....	E.NE	4-4 S.	blew N.NW.; at 11 o'clock p. m. N.NE. wind;
10	....	.....	....do	. do..	at 1 o'clock p. m. a very fresh wind and lee-
11	....	.....	... do	. do..	ward tide, hollow sea. At 4 o'clock a. m.
12	....	.....	... do	. do..	the fore-topsail was furled, being unable to
					stand the stark north wind; and we sailed
					with the foresail, having two reef bands in,
					and the mainsail with one reef band, besides
					the jib; wind wavering as much as possible.
					Pumping attended to by all the watch.
					At noon the lat. was observed, N. 27° 3[illegible]', and
					estimated long., W. 94° 32' S.

Wednesday the 28th to Thursday the 29th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	....	NW.....	NE. by W.	4-4 S.	Variation, NE. 9°.
2	....	....do.....	....do.....	..do..	Very cloudy weather; fresh NW. wind,
3	....	....do.....	....do.....	..do..	changeable to north; high running sea;
4	....	....do.....	....do.....	..do..	steering under the mainsail, with two reef
5	....	NW.....	N. NE. ½ E.	40° S.	bands made in, the foresail with three bands,
6	....	....do.....	....do.....	..do..	and the jib with one reef. At 5 o'clock p. m.
7	....	....do.....	NE. by N..	40° S.	the jib was reefed, lowered, and repaired;
8	....	....do.....	....do.....	..do..	it was reset at 7 o'clock p. m., wind blowing
9	....	N.NW.....	NE.....	6-4 S.	fresher. At 9 o'clock p. m. the foresail
10	....	....do.....	....do.....	..do..	reef's earing broke, and the same was there-
11	....	....do.....	....do.....	..do..	on reefed and lowered. We tried then with
12	....	....do.....	....do.....	..do..	only the mainsail with two reef bands in,
1	....	N.NW.....	NE.....	6-4 S.	and the j b with one band. At 6 o'clock a.
2	....	....do.....	....do.....	..do..	m. the wind began falling calm, but the sea
3	....	....do.....	....do.....	..do..	continued running high in such a way that
4	....	....do.....	....do.....	..do..	the vessel labored a good deal in rolling, in-
5	....	N.NW.....	NE.....	6-4 S.	juring tackle and sails. At 1 o'clock a. m.
6	....	....do.....	....do.....	..do..	of said morning we had to run before the
7	....	....do.....	....do.....	..do..	wind, in order to lighten the vessel of her
8	....	....do.....	....do.....	..do..	working, and to preserve the whole in be-
9	....	N.NW.....	NE.....	4-4 S.	half of common interest. The vessel leaks
10	....	....do.....	....do.....	..do..	more to-day than the days previous.
11	....	....do.....	....do.....	..do..	At noon the latitude was observed, giving as
12	....	NE. by E..	SE. by E..	1-4 S.	result 27° 35′ north, and estimated long. 93° 48′ west.

(You see his long. is 93° 48′, and he has no *distance* run on these two days.)

Thursday the 29th to Friday the 30th December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	2	SW.			Variation NE. 9°.
2	2.5				SW. wind with strong appearance of north. Always trying as we get near shore, so that in case of need we may be able to save the crew's lives and the interests represented by the vessel's cargo. At noon we observed latitude to the north of 29° 16′, and an estimated long. to west of [93° 37′;] said dead reckoning north was of 28° 59′, difference 17 miles.
3	3				
4	3				
5	6	do			
6	6				
7	7				
8	7	(Altered.)	(94° 37′)		
9	7	do	do		
10	7				
11	8				Having seen the water to be of a dark color we sounded, and found 8 fathoms water. As the SW. wind has left the sea running high, and as at 9 o'clock a. m., the wind having hauled to the southward very light, we lowerered a kedge anchor with enough cable, awaiting another wind to get off safe of this distressing situation.
12	8				
1	5	do	do	do	
2	5				
3	5				
4	5				
5	3	do	NE.	do	
6	3				
7	3				Pumping out constantly attended.
8	3				
9	2.5	South.	do	do	
10	2.5				
11	2.5				
12	2.5				

(I would call the district attorney's attention to these pages. You see that the long. on the 30th has been altered from 94° '37 to 93° 37′.

JAS. E. JOUETT, *Lieut. Commander.*)

Friday the 30th to Saturday the 31st December, 1864.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	....	.....	.....	.....	Variation NE. 9°.
2	....	.....	.....	.....	The whole afternoon calm weather and high
3	....	.....	.....	.....	SW. sea. Still anchored, awaiting wind to
4	....	.....	.....	.....	make sail; bound for New Orleans. At 10
5	....	.....	.....	.....	o'clock p. m., W.NW. wind, we weighed
6	....	.....	.....	.....	anchor. At 11 o'clock north wind, with
7	....	.....	.....	.....	high running sea from north; being unable
8	....	.....	.....	.....	to try on account of the heavy side sea,
9	....	.....	.....	.....	which was filling up the vessel with water,
10	....	.....	.....	.....	we had to steer right before the wind, with
11	2	North.....	South.....	0°	only the jib, to make as little way as pos-
12	7	.....	.....	.....	sible until the next day.
1	7	....do	.....	.....	Pumping out constantly.
2	6	.....	.....	.....	Latitude reckoned N. 27° 52′; estimated long.
3	6	.....	.....	.....	W. 93° 46′.
4	6	.....	.....	.....	
5	7	....do	S. ¼ W.....	1°	
6	7	.....	.....	.....	
7	6	.....	.....	.....	
8	6	.....	.....	.....	
9	6	....do	S. ¼ W.....	0°	
10	7	.....	S. SE.....	0°	
11	7	.....	....do	.....	
12	7	.....	....do	.....	

Saturday the 31st December, 1864, to Sunday the 1st January, 1865.

Hours.	Miles.	Winds.	Course.	Leeway.	Remarks.
1	6	N.....	S. SE.	.....	Variation NE. 9°.
2	6	.....	.....	.....	Sailing before the wind; unable to try; steering towards the 2d quadrant, with the intention of going to Vera Cruz, or any other port of the Mexican empire. At 4 o'clock p. m. we discovered a steamer; at 5.30 o'clock she got near us and sent an officer to board us; said officer went back aboard said steamer with our vessel's papers, and after said papers were examined by the commander it was ordered that our vessel be detained, and was manned by the men of the steamer under the orders of Mr. Brown, an officer of said U. S. steam man-of-war. The steamer's name Petit Comet, her commander Mr. Jouet. At 5.30 latit. north 27° 07′; long. W., Greenw. merid'n, 93° 40′. The wind and sea having fallen calm a little, we have set the foresail with the two reef bands in, and kept it so, with the larboard tack hauled, until it fell totally calm. This was in the morning, about 6 o'clock, more or less, when it blew a scant wind of the 2d quadrant.
3	7	.....	.....	.....	
4	7	.....	.....	.....	
5	6	N.....	S. SE.	.....	
6	....	.....	.....	.....	
7	....	.....	.....	.....	
8	....	.....	.....	.....	
9	....	.....	.....	.....	
10	....	.....	.....	.....	
11	....	.....	.....	.....	
12	....	.....	.....	.....	
1	....	.....	.....	.....	
2	....	.....	.....	.....	
3	....	.....	.....	.....	
4	....	.....	.....	.....	
5	....	.....	.....	.....	
6	....	.....	.....	.....	
7	....	.....	.....	.....	
8	....	.....	.....	.....	
9	....	.....	.....	.....	
10	....	.....	.....	.....	
11	....	.....	.....	.....	
12	....	.....	.....	.....	
					The crew of the man-of-war now on board the schooner Sea Witch consists of ten men, one boatswain, and two officers. They came on board without any provisions.